

Presentment Date and Time: July 30, 2009 at 12:00 p.m. (Prevailing Eastern Time)

Objection Deadline: July 30, 2009 at 11:30 a.m. (Prevailing Eastern Time)

Hearing Date and Time (If an Objection is Filed): August 5, 2009 at 10:00 a.m. (Prevailing Eastern Time)

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Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----x  
In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.* : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
: :  
-----x

**NOTICE OF PRESENTMENT OF LBHI'S  
APPLICATION PURSUANT TO SECTIONS 327(a) AND 328(a)  
OF THE BANKRUPTCY CODE FOR AN ORDER AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF CB RICHARD ELLIS, INC. AS  
REAL ESTATE BROKER, NUNC PRO TUNC TO SEPTEMBER 19, 2008**

**PLEASE TAKE NOTICE** that the undersigned will present the annexed Application (the “Application”) of Lehman Brothers Holdings Inc. (“LBHI,” together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the “Debtors” and, collectively with their non-debtor affiliates, “Lehman”), pursuant to sections 327(e) and 328(a) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure, for authorization to employ CB Richard Ellis, Inc. (“CBRE”) as its real estate broker, *nunc pro tunc* to September 19, 2008, all as more fully described in the Application, to the

Honorable James M. Peck, United States Bankruptcy Judge, for approval and signature on  
**July 30, 2009 at 12:00 p.m. noon (Prevailing Eastern Time).**

**PLEASE TAKE FURTHER NOTICE** that objections to the Application, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of the Bankruptcy Court for the Southern District of New York, shall set forth the name of the objecting party, the basis for the objection and the specific grounds thereof, shall be filed with the Bankruptcy Court electronically in accordance with General Order M-242 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) by registered users of the Bankruptcy Court’s case filing system and by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with two hard copies delivered directly to Chambers), and shall be served upon: (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York, 10004, Courtroom 601; (ii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York, 10153, Attn: Richard P. Krasnow, Esq., attorneys for the Debtors; (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York, 10004, Attn: Andy Velez-Rivera, Esq., Paul Schwartzberg, Esq., Brian Masumoto, Esq., Linda Riffkin, Esq., and Tracy Hope Davis, Esq.; (iv) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York, 10005, Attn: Dennis F. Dunne, Esq., Dennis O’Donnell, Esq., and Evan Fleck, Esq., attorneys for the Official Committee of Unsecured Creditors appointed in these cases; and (v) CB Richard Ellis, Inc., 200 Park Avenue, New York, NY 10166, Attn: Linda E. Lindman, Esq. **so as to be so filed and received by no later than July 30, 2009 at 11:30 a.m. (Prevailing Eastern Time)** (the “Objection Deadline”).

**PLEASE TAKE FURTHER NOTICE** that only if a written objection is timely filed and served, a hearing will be held on **August 5, 2009, at 10:00 a.m. (Prevailing Eastern Time)** at the United States Bankruptcy Court for the Southern District of New York, Honorable James M. Peck, United States Bankruptcy Judge, One Bowling Green, New York, New York 10004-1408. If an objection is filed the moving and objecting parties are required to attend the hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: July 20, 2009  
New York, New York

/s/ Richard P. Krasnow  
Richard P. Krasnow

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**LBHI'S APPLICATION PURSUANT TO  
SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY  
CODE FOR AN ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF CB RICHARD ELLIS, INC. AS  
REAL ESTATE BROKER, NUNC PRO TUNC TO SEPTEMBER 19, 2008**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. (“LBHI,” together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the “Debtors” and, collectively with their non-debtor affiliates, “Lehman”), files this Application and respectfully represents:

**BACKGROUND**

1. Commencing on September 15, 2008 and periodically thereafter (as applicable, the “Commencement Date”), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the

“Bankruptcy Code”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On September 17, 2008, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Creditors’ Committee”).

3. On September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 (“SIPA”) with respect to Lehman Brothers Inc. (“LBI”). A trustee appointed under SIPA (the “SIPC Trustee”) is administering LBI’s estate.

4. On January 19, 2009, the U.S. Trustee appointed Anton R. Valukas as examiner in the above-captioned chapter 11 cases (the “Examiner”) and by order, dated January 20, 2009 [Docket No. 2583] the Court approved the U.S. Trustee’s appointment of the Examiner.

### **JURISDICTION**

5. This Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

### **LEHMAN’S BUSINESS**

6. Prior to the events leading up to these chapter 11 cases, Lehman was the fourth largest investment bank in the United States. For more than 150 years, Lehman had been a leader in the global financial markets by serving the financial needs of corporations, governmental units, institutional clients and individuals worldwide.

7. Additional information regarding the Debtors’ businesses, capital structures, and the circumstances leading to the commencement of these chapter 11 cases is

contained in the Affidavit of Ian T. Lowitt Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of First-Day Motions and Applications, filed on September 15, 2008 [Docket No. 2].

**RELIEF REQUESTED**

8. By this Application, LBHI seeks authorization, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, to retain and employ CB Richard Ellis, Inc. (“CBRE”) as its real estate broker, *nunc pro tunc* to September 19, 2008 to perform the necessary real estate consulting services, and such other services as LBHI and CBRE agree (collectively, the “Services”) all as more fully described in the Declaration of Mitchell E. Rudin, President and CEO of the New York Tri-State region of CBRE, executed July 15, 2009, annexed hereto as Exhibit 1 (the “Rudin Declaration”) and in accordance with the terms and conditions set forth in the agreement between LBHI and CBRE (the “Agreement”), dated July 15, 2009 and effective by the terms of the Agreement as of September 19, 2008. A copy of the Agreement is attached hereto as Exhibit 2.

9. Under the Agreement,<sup>1</sup> LBHI agrees to appoint CBRE as its exclusive real estate broker, agent, and real estate services provider with respect to LBHI’s acquisition (including by renegotiation or amendment at its current location (s)) whether by lease, sublease, assignment, purchase or otherwise, of approximately 150,000 square feet of leased rental space for general office use by LBHI in New York City (each, an “Acquisition”, collectively, the “Acquisitions”).

10. In connection with the Acquisition and pursuant to the Agreement, CBRE agrees to provide the following Services:

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<sup>1</sup> The following is only a summary of the services set forth in the Agreement and should not be construed to modify or amend such agreement. The actual terms of the Agreement governs the scope of services to be provided to LBHI by CBRE.

- (i) Verify and develop Property (as defined in the Agreement) data and parameters, and engage local field brokers as permitted under the Agreement to the extent necessary.
- (ii) Coordinate field brokerage activities using standardized format and methodology approved by LBHI.
- (iii) Manage transaction process to ensure appropriate information for real estate decision-making is provided to LBHI on a timely basis.
- (iv) Provide periodic status or activity reports in no event less than once every two weeks.
- (v) Work jointly with LBHI to create processes and procedures with respect to the Services to be performed under the Agreement.
- (vi) Assist LBHI with lease negotiations.

11. LBHI requests that CBRE's retention be made effective *nunc pro tunc* to

September 19, 2008 to allow CBRE to be compensated for work performed on behalf of LBHI on or after September 19, 2008, but prior to the submission of this Application. Since September 19, 2008, CBRE has been actively involved in assisting LBHI by providing many of the Services set forth in the Agreement. However, because of the myriad of tasks to be performed by LBHI often with the assistance of CBRE, many of which were time sensitive and essential to the consummation of the Acquisition, both LBHI and CBRE were not in a position to finalize the terms and conditions of the Agreement or this Application until recently. Therefore, LBHI submits that the highly complex and extraordinary circumstances of its chapter 11 case warrants retroactive approval, particularly since CBRE provided necessary Services to LBHI and such Services are of value to its estate and all parties in interest. *See In re Hasset, Ltd.*, 283 B.R. 376, 379 (Bankr. E.D.N.Y. 2002) (approving *nun pro tunc* retention application and recognizing that "*nunc pro tunc* applications are disfavored in this Circuit, *see In re Hazen Agricultural Products Service, Inc.*, 109 B.R. 602 (Bankr. W.D.N.Y. 1990), but have been permitted when the attorney performs services of 'value' to the estate"); *see also In re Jarvis*, 53 F.3d 416 (1st Cir. 1995)

(finding that a bankruptcy court may grant *post facto* application if employment meets statutory requirements and delay results from extraordinary circumstances); *In re Arkansas Co. Inc.*, 798 F.2d. 645 (3d Cir. 1986) (opining that bankruptcy courts have discretion in extraordinary circumstances to retroactively approve a professional's employment); *In re Triangle Chems. Inc.*, 697 F.2d 1280 (5th Cir. 1983) (holding that a bankruptcy court has discretion, as a court of equity, to consider whether such approval of employment should be granted *nunc pro tunc*).

#### **BASIS FOR RELIEF**

12. LBHI seeks approval to retain CBRE pursuant to section 327(a) of the Bankruptcy Code. Section 327(a) provides, in relevant part, that the Debtors "with the court's approval, may employ. . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" the debtor in fulfilling its duties under the Bankruptcy Code.

#### **THE RETENTION OF CBRE**

13. CBRE is the global leader in real estate brokerage and other related services. CBRE has extensive experience in providing strategic commercial real estate advice to clients, including those involved in distressed situations. CBRE submits that it is both well-qualified and uniquely able to perform the Services for which it is being retained by LBHI in a most efficient and timely manner. Additionally, for many years, CBRE has provided real estate services to LBHI and its affiliates and, therefore, is intimately familiar with LBHI's business operations and personnel. CBRE has indicated a desire and willingness to act in LBHI's chapter 11 case and render the necessary Services, on the terms set forth in the Agreement and described herein, and to subject itself to the jurisdiction of the Court. To the extent applicable, CBRE intends to work closely with LBHI's other professionals to ensure that there is no unnecessary duplication of services performed or charged to LBHI and to ensure a streamlined process in

connection with LBHI's chapter 11 case. Accordingly, LBHI submits that CBRE is well-qualified to advise LBHI and that the retention of CBRE on the terms and conditions set forth herein is necessary and appropriate, is in the best interest of its estate, creditors, and all other parties in interest, and should be granted in all respects.

#### **CBRE'S DISINTERESTEDNESS**

14. Based upon the information provided in the Rudin Declaration, to the best of LBHI's knowledge, information and belief, neither CBRE nor any professional employee of CBRE has any connection with or any interest adverse to LBHI, its creditors, or any other party in interest, or their respective attorneys and accountants, except as may be set forth in the Rudin Declaration.

15. Based upon the Rudin Declaration, LBHI submits that CBRE is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. LBHI has been informed that CBRE will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, CBRE will supplement its disclosure to the Court.

#### **CBRE'S PROFESSIONAL COMPENSATION**

16. Pursuant to the Agreement, LBHI and CBRE have agreed that CBRE will be compensated on a percentage fee basis. In accordance with the commission schedule listed on Exhibit B to the Agreement (the "Commission Schedule"), CBRE will be compensated as follows (the "Commission"):

an amount calculated by adding the sum of each of the following:

On the first year of the lease, or any fraction thereof: 5% of base rent;  
On the second year or any fraction thereof: 4% of base rent;

On the third year up to and including the fifth year: 3.5% of base rent;  
On the sixth year and thereafter: 2.5% of base rent.

17. In particular, LBHI and CBRE have agreed that the obligation to pay CBRE such Commission will initially be the responsibility of the landlord in such leasing transaction or another third party. With respect to the current sublease from Time Inc. at 1271 Avenue of the Americas, any Commission due to CBRE in respect thereof will be paid by the current landlord, Time, Inc., but in the event not paid by Time, Inc., any shortfall is to be paid to CBRE by LBHI.

18. In the Agreement, LBHI and CBRE have also agreed that with regard to any Commission to which CBRE becomes entitled to in connection with an Acquisition at a location that LBHI occupies as of the date of the Agreement or a renewal or a lease at, or expansion of the leased premises at such a location that LBHI occupies in New York City as of the date of the Agreement, the landlord or other third party does not pay CBRE in whole or in part for its work on such Acquisition or other event, LBHI will pay CBRE the difference between a full Commission and the amount paid.

**APPROVAL OF PROPOSED COMPENSATION  
PURSUANT TO SECTION 328(A) OF THE BANKRUPTCY CODE**

19. Pursuant to section 328(a) of the Bankruptcy Code, LBHI may retain CBRE on reasonable terms and conditions. Section 328 of the Bankruptcy Code provides, in relevant part, that a debtor “with the court’s approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

20. As recognized by numerous courts, Congress intended in section 328(a) to enable debtors to retain professionals pursuant to specific fee arrangements to be determined at

the time of the court's approval of the retention, subject to reversal only if the terms are found to be improvident in light of "developments not capable of being anticipated at the time of the fixing of such terms and conditions." 11 U.S.C. § 328(a); *see also Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum co. (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862-3 (5th Cir. 1997) ("If the most competent professionals are to be available for complicated capital restructuring and the development of successful corporate reorganization, they must know what they will receive for their expertise and commitment.").

21. Accordingly, section 328 permits the compensation of professionals, including real estate brokers, on terms that reflect the nature of their services and market conditions. The terms of the Agreement and the Commission reflect (i) the nature of the services provided by CBRE and (ii) the fee structure provisions typically utilized by CBRE and other real estate and consulting firms, which do not bill their clients on an hourly basis for services like the Services rendered pursuant to the Agreement and generally are compensated on a transactional basis. The fee structure is also consistent with CBRE's normal and customary billing practices. Considering the services that CBRE will provide and the market prices for CBRE's services, LBHI submits that the Commission is reasonable under the standards set forth in section 328(a) of the Bankruptcy Code and fulfill the requirements of Rule 2014-1 of the Local Rules. Thus, LBHI requests approval of the Agreement, including the Commission Schedule pursuant to section 328(a) of the Bankruptcy Code.

22. Except as set forth in the Rudin Declaration, CBRE has not shared or agreed to share any of its Commission in connection with this matter with any other person, as permitted by section 504 of the Bankruptcy Code.

## **FEE APPLICATIONS**

23. In light of CBRE's fee structure, LBHI respectfully requests that, in lieu of requiring CBRE to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code, a modified procedure (discussed below) be established to compensate CBRE for its Services. Requiring CBRE to file periodic fee applications pursuant to sections 330 and 331 of the Bankruptcy Code is unnecessary under the circumstances because CBRE will not be paid until the Acquisition has closed. Rather than submitting periodic fee applications, LBHI proposes that CBRE's compensation be governed by the following procedure (the "Compensation Procedure"):

- LBHI will request the Court's allowance of CBRE's Commission either (i) as part of a motion, if one is deemed to be necessary under the Bankruptcy Code, requesting the Court's approval of an Acquisition or (ii) if such Court approval is not required, by filing a notice after consummation of the Acquisition setting forth the Commission to be paid to CBRE with respect thereto (the "Commission Notice") and serving the Commission Notice on all parties entitled to receive notice in these cases pursuant to the procedures set forth in the amended order entered on February 13, 2009 governing case management and administrative procedures for these chapter 11 cases [Docket No. 2837] (the ("Case Management Order").)
- Parties will have ten (10) days after the filing of the Commission Notice to file an objection to any portion of the Commission and serve the objection on LBHI and CBRE. Any objection to the Commission Notice shall set forth the amount of the Commission to which the party is objecting and the reasons for the objection.
- If no party timely files and serves an objection to the Commission Notice, LBHI shall be authorized to pay the Commission to CBRE without further notice or authorization from the Court.
- If any party files a timely objection to the Commission Notice, LBHI shall be authorized to pay, without further notice or authorization from the Court, (i) any portion of the Commission to which any party filing the objection has not objected and (ii) any portion of the Commission to which LBHI, CBRE, and the objecting party or parties have agreed in writing may be paid. If LBHI, CBRE, and the objecting party or parties are unable to resolve the objection, LBHI or CBRE may schedule a hearing for the Court to determine the objection.

24. LBHI submits that the proposed Compensation Procedure is practical, affords the Court and other parties in interest an opportunity to review the propriety of the Commission in relation to the proposed Acquisition, and avoids the administrative burden on the Court of having to review CBRE' fee applications. Accordingly, LBHI respectfully requests that the Court approve the proposed Compensation Procedure.

**NOTICE**

25. No trustee has been appointed in these chapter 11 cases. The Debtors have served notice of this Application in accordance with the procedures set forth in the Case Management Order on (i) the U.S. Trustee; (ii) the attorneys for the Creditors' Committee; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; and (vi) all parties who have requested notice in these chapter 11 cases. The Debtors submit that no other or further notice need be provided.

26. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: July 20, 2009  
New York, New York

/s/ Richard P. Krasnow

Richard P. Krasnow

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New York, New York 10153  
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Attorneys for Debtors  
and Debtors in Possession

**EXHIBIT 1**  
**(Declaration of Mitchell E. Rudin)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X -----  
In re : Chapter 11  
Lehman Brothers Holdings Inc., *et al.* : Case No. 08-13555 (JMP)  
Debtors. : Jointly Administered  
----- X -----

**DECLARATION OF MITCHELL E. RUDIN IN SUPPORT  
OF THE APPLICATION FOR AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF CB RICHARD ELLIS INC.  
AS REAL ESTATE CONSULTANT FOR LEHMAN BROTHERS  
HOLDINGS, INC. NUNC PRO TUNC AS OF SEPTEMBER 19, 2008**

I, Mitchell E. Rudin, make this Declaration under 28 U.S.C. § 1746 and state:

1. I am the President and CEO of the New York Tri-State Region of CB Richard Ellis, Inc. ("CBRE"), a professional real estate services firm. I submit this Declaration on behalf of CBRE in support of the application (the "Application")<sup>1</sup> of Lehman Brothers Holdings Inc., one of the above captioned debtors ("LBHI"), for entry of an order, pursuant to sections 327(a) and 328 of title 11 of the United States Code (the "Bankruptcy Code") authorizing LBHI to employ and retain CBRE as real estate consultant, *nunc pro tunc* as of September 19, 2008. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, or are based upon knowledge obtained from employees of CBRE reporting to me that are derived in the course of their duties.

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<sup>1</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Application.

**Qualifications of CBRE**

2. CBRE is the global leader in real estate brokerage and other related services.

CBRE has extensive experience in providing strategic commercial real estate advice to clients, including those involved in distressed situations. CBRE submits that it is both well-qualified and uniquely able to perform the services for which it is being retained by LBHI in a most efficient and timely manner.

**Services to be Rendered**

3. In connection with the services to be rendered by CBRE to LBHI, the parties entered into that certain Real Estate Services Agreement (the "Agreement"). Pursuant to the terms of the Agreement, CBRE anticipates that it may render the following services in this case:

- (a) Verify and develop Property (as defined in the Agreement) data and parameters, and engage local field brokers as permitted under the Agreement to the extent necessary.
- (b) Coordinate field brokerage activities using standardized format and methodology approved by LBHI.
- (c) Manage transaction process to ensure appropriate information for real estate decision-making is provided to LBHI on a timely basis.
- (d) Provide periodic status or activity reports in no event less than once every two weeks.
- (e) Work jointly with LBHI to create processes and procedures with respect to the Services to be performed under the Agreement.
- (f) Assist LBHI with lease negotiations.

4. Subject to this Court's approval of the Application on the terms set forth in the Agreement, CBRE is willing to serve as LBHI's real estate consultant and to perform the services described above.

5. To the extent applicable, CBRE intends to work closely with LBHI's other professionals to ensure that there is no unnecessary duplication of services performed or charged to LBHI and to ensure a streamlined process in connection with LBHI's chapter 11 case.

#### **CBRE's Disinterestedness**

6. In connection with CBRE's retention as real estate consultant to LBHI as described herein, LBHI provided CBRE with a list of the names (collectively, the "Interested Parties") of individuals or institutions in the following categories:<sup>2</sup>

- (a) LBHI, affiliates and related entities, including certain affiliates that are debtors before this Court (together with LBHI, the "Debtors");
- (b) former LBHI entities;
- (c) the Debtors' 50 largest bondholders;
- (d) the Debtors' Largest Unsecured Creditors other than bondholders;
- (e) the Debtors' significant leases;
- (f) the Debtors' secured creditors;
- (g) government and state regulatory agencies;
- (h) members of ad hoc or unofficial creditors' committees;
- (i) significant stockholders in the Debtors;
- (j) LBHI's current and former (up to three years) directors and officers;
- (k) the underwriting investment bankers for the Debtors' securities;
- (l) potential parties in interest;
- (m) the Debtors' and affiliates' outside directors' affiliations;

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<sup>2</sup> The list of Interested Parties is attached as Schedule 1 hereto.

- (n) professionals retained by the Debtors;
- (o) litigation claimants;
- (p) the largest holders of the Debtors' trade debt;
- (q) professionals retained by significant creditor groups;
- (r) utilities servicing the Debtors and affiliates;
- (s) committee members;
- (t) selected counterparties to the Debtors' and affiliates' derivative contracts; and
- (u) principal investments.

7. In preparing this Declaration and to check and clear potential conflicts of interest with regard to LBHI, Debtors before this Court, as well as to determine all "connections" to LBHI, its creditors, other parties in interest, its respective attorneys and accountants, the U.S. Trustee or any person employed by the U.S. Trustee, I caused a set of procedures developed by CBRE to be used, which included (i) sending memos to line of business leaders, managers, senior executives and accounting and revenue recognition personnel worldwide, and (ii) researching CBRE's client databases from January 1, 2007, to the present to determine whether CBRE had any relationships with the parties described in Paragraph 6 of this Declaration.

8. To the extent that the above described processes revealed any connections with the Debtors, affiliates or related entities for the period searched, any such connections are described in Schedule 2 attached hereto which sets forth the names of these entities, such entities' relationship to the Debtors and a brief description of the services being provided by CBRE with respect to such entities. As detailed on Schedule 2, CBRE has provided one or more of the following services to the Debtors, affiliates or related entities: (i) project management services, (ii) asset management services, (iii) valuation and advisory services; (iv) brokerage services,

(v) loan sales and placement services, (vi) loan servicing, (vii) strategic and building consulting services and (viii) corporate advisory, rating and taxation services.

9. To the extent that the above described processes revealed any connections with any parties that appear in the categories listed in Paragraphs 6(b) through 6(u) above, attached hereto as Schedule 3 is a listing of the parties for whom CBRE provided one or more of the following services:

- (a) Arbitration Services
- (b) Asset Services
- (c) Brokerage Services
- (d) Capital Markets - Debt and Equity Financing
- (e) Capital Markets - Loan Sales
- (f) Capital Markets - Loan Servicing
- (g) Capital Markets - Investment Properties Institutional Group
- (h) Capital Markets - Private Client Group
- (i) Corporate Advisory
- (j) Cost Segregation
- (k) Expert Witness Services
- (l) Facilities Management
- (m) Healthcare Services
- (n) Industrial Services
- (o) Labor Analytics
- (p) Project Management/Construction Management
- (q) Rating and Taxation Services
- (r) Restructuring Services Group
- (s) Retail Services

- (t) Sale/Leaseback
- (u) Strategic Consulting
- (v) Transaction Management and Lease Administration
- (w) Valuation and Advisory Services
- (x) Workplace/Workforce Strategies

10. In 2008, CBRE was hired by PricewaterhouseCoopers, in its capacity as administrator of assets for the bankrupt entity Lehman Brothers UK, as one of a panel of valuators to consult on various Lehman Brothers assets in the United Kingdom. In addition, in 2007 and 2008, respectively, through a current date, CBRE has acted as loan servicer and special servicer to Windermere XII FCT, a single purpose CMBS which is secured by a building in Paris known as Coeur Defense. The entity that owns the property and is the borrower under the loans, Heart of La Defense, is a special purpose vehicle owned directly or indirectly through a complex structure in part by various Lehman entities, including Lehman Brothers Real Estate Partners III Europe. All of the Lehman ownership interests in Heart of La Defense have not been disclosed to CBRE. The loan is in default and there are several pending legal actions in France concerning this loan and the underlying property (including one in which the court is applying French bankruptcy law). Due to CBRE's role as servicer to the management company for the CMBS issuer, these cases do not involve CBRE directly. The management company may consult with CBRE on the loans but, pursuant to French law, CBRE is not authorized to, and will not, take any action adverse to the borrower. Any remedies or other actions must be exercised by the management company itself. All of CBRE's work on the matters detailed in this Paragraph 10 is unrelated to LBHI and this chapter 11 case.

11. Except as set forth herein or disclosed on Schedule 2 and Schedule 3 attached hereto, and based upon the information available to me, neither I, nor CBRE, insofar as I have

been able to ascertain, holds or represents any interest adverse to LBHI or its estate in the matters upon which CBRE is to be employed. Based upon the information available to me, I believe that CBRE is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code in that, except as set forth in this Declaration: (a) CBRE has no connection with LBHI, its affiliates and related entities, including certain affiliates that are debtors before this Court, its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants, (b) CBRE is not a creditor, equity security holder or insider of LBHI, (c) CBRE is not and was not, since January 1, 2007, a director, officer or employee of LBHI and (d) CBRE does not have an interest materially adverse to LBHI, its respective estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with or interest in LBHI, or for any other reason.

12. CBRE has approximately 30,000 employees across the globe. It is possible that certain employees of CBRE may have business associations with any of the parties or hold securities of LBHI or interests in mutual funds or other investment vehicles that may own securities of LBHI.

13. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because LBHI and the other Debtors are a large enterprise with thousands of creditors and other relationships, and because CBRE is a global firm performing a variety of real estate related services, CBRE is unable to state with certainty that every client representation or other connection of CBRE has been disclosed. In this regard, if CBRE

discovers additional information that requires disclosure, CBRE will file supplemental disclosures with the Court.

**Professional Compensation**

14. Pursuant to the Agreement, and subject to Court approval, LBHI and CBRE have agreed that CBRE will be compensated on a percentage fee basis. The specific terms of CBRE's employment and compensation are set forth in the Agreement which is attached as Exhibit 2 to the Application and to which I respectfully direct this Court. In particular, LBHI and CBRE have agreed to that CBRE shall earn a commission for each Acquisition (as defined in the Agreement) in accordance with the commission schedule set forth in Exhibit 2, and the obligation to pay CBRE such commission shall initially be the responsibility of the landlord in such leasing transaction or another third party. With respect to the current sublease from Time Inc. at 1271 Avenue of the Americas, any commission due to CBRE in respect thereof shall be paid by the current landlord, Time, Inc., but in the event not paid by Time, Inc., any shortfall is to be paid to CBRE by LBHI.

15. In the Agreement, LBHI and CBRE have also agreed that with regard to any fees to which CBRE becomes entitled to in connection with an Acquisition at a location that LBHI occupies as of the date of the Agreement or a renewal or a lease at, or expansion of the leased premises at such a location that LBHI occupies in New York City as of the date of the Agreement, the landlord or other third party does not pay CBRE in whole or in part for its work on such Acquisition or other event, LBHI shall pay CBRE the difference between a full commission and the amount so paid.

16. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor CBRE has received or been promised any compensation in connection with LBHI's chapter 11 case, other than as permitted by the Bankruptcy Code, the

Bankruptcy Rules and the Local Rules. CBRE has agreed not to share compensation received in connection with these cases with any other entity. The proposed retention of CBRE is not prohibited by Bankruptcy Rule 5002.

17. This declaration is provided in accordance with Bankruptcy Rule 2014.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed on: July 15, 2009

By:   
Mitchell E. Rudin

**SCHEDULE 1**

**Retention Checklist**

**50 Largest Bond Holders**

1. Advanced Series Trust
2. AETNA Life Insurance Company
3. AIG Annuity Insurance Company
4. ALFA Mutual Fire Insurance Company
5. Allianz Life Insurance Company of North America
6. Alpha Mutual Fund Management
7. American Family Life Assurance Company
8. American Life Insurance Company
9. AXA Equitable Life Insurance Company
10. Barclays Global Fund Advisors
11. BBVA Gestión SA SGIIC (Spain)
12. Blackrock Advisors
13. Capital Research and Management
14. Continental Casualty Company
15. Federated Investors
16. Fidelity Management and Research
17. Franklin Advisors Inc.
18. Franklin Templeton Investments
19. Guardian Life Insurance Company
20. Hartford Life Insurance Company
21. ING Investment LLC
22. Jackson National Life Insurance
23. John Hancock Investment Management Services
24. John Hancock Life Insurance Company
25. Liberty National Life Insurance Company
26. Loomis Sayles & Company L.P.
27. Medical Liability Mutual Insurance Company
28. Metlife Insurance Company of Connecticut
29. Metropolitan Life Insurance Company
30. Metropolitan West Capital Management
31. NATIXIS Asset Management Advisors
32. Northwest Mutual Life Insurance Company
33. Phillips Hager & North Investment Management
34. PIMCO Advisors LP
35. PIMCO Funds Global Investors
36. Principal Life Insurance Company
37. Prudential Financial Inc.
38. Prudential Insurance Company of America
39. Riversource Life Insurance Company
40. Sun Life Assure Co. of Canada
41. T. Rowe Price Associates
42. Teachers Insurance and Annuity Association
43. Thrivent Financial for Lutherans
44. Transamerica Life Insurance Company
45. UBS Investment KAG

46. United States – Indices
47. Van Kampen Asset Management
48. Vanguard Group Incorporated
49. Western Asset Management Company
50. Zurich American Insurance Company

### **Largest Unsecured Creditors other than Bondholders**

1. 1221 Avenue of the Americas \*
2. 125 Broad Street \*
3. 1301 Properties Owner LP
4. 55 Broadway \*
5. 767 Fifth Ave \*
6. Allen & Overy
7. Anjarlekar & Associates
8. ANZ Banking Group Limited
9. Aozora Bank
10. Ashurst Morris Crisp
11. Australia and New Zealand Banking Group Limited
12. Banctec Ltd.
13. Bank of America Plaza STE 3500 \*
14. Bank of China, New York Branch
15. Bank of Taiwan, New York Agency
16. Bats Trading, Inc.
17. Bloomberg Finance LP
18. Bloomberg L.P.
19. BNP Paribas
20. Broadridge Securities Processing
21. Caldwalader, Wickersham, and Taft
22. Canary Warf Management Limited
23. CB Richard Ellis Client Account RE Gloa
24. CDW Direct LLC
25. Chuo Mitsui Trust & Banking
26. Citibank N.A. Hong Kong Branch
27. Citibank, NA
28. Clifford Chance
29. Commonwealth Bank of Australia, Tokyo Branch
30. Compucenter (UK) Ltd.
31. CW Lending II Limited
32. Davis, Polk and Wardwell
33. Dell Marketing L.P.
34. Deutsche Borsche AG
35. Dimension Data
36. DnB NOR Bank ASA
37. Drowst Trading, LLC
38. Ernst & Young
39. Ernst and Young Private Limited
40. Fidessa Plc.
41. First Commercial Bank Co., Ltd, New York Agency
42. FT Interactive Data

- 43. Haworth Singapore PTE Ltd.
- 44. Henegan Construction Co., Inc.
- 45. Hewlett-Packard AP (HONG KONG) LIMITED
- 46. HSBC Bank
- 47. Hua Nan Commercial Bank, Ltd
- 48. IBM Corporation
- 49. ICAP Securities Limited
- 50. Information Builders Inc.
- 51. JQ Network PTD Limited
- 52. KBC Bank
- 53. Kim & Chang
- 54. Kingston Communications PLC
- 55. Linklaters, S.L.
- 56. Lloyds Bank, PLC
- 57. London & European Title Insurance Services Ltd.
- 58. London Borough of Tower Hamlets Rates
- 59. Mace Limited
- 60. McKee Nelson LLP
- 61. Microsoft Licensing, GP
- 62. Millennium Developers PVT LTD
- 63. Mizuho Corporate Bank Ltd.
- 64. Morse Group Limited
- 65. Morse Service Holdings Limited
- 66. National Bank of Australia
- 67. National Commerce bank
- 68. Network Appliance, Inc.
- 69. Nippon Life Insurance Co.
- 70. NYSE Market, Inc.
- 71. Origin HR Consulting Limited
- 72. Paul Weiss
- 73. Pricoa Relocation UK Limited
- 74. Reuters America Inc.
- 75. Reuters Limited
- 76. Shinkin Central Bank
- 77. Shinsei Bank Ltd.
- 78. Sidley Austin Brown & Wood
- 79. Standard & Poor's
- 80. Standard Chartered Bank
- 81. Sumitomo Mitsui Banking Corp
- 82. Sungard Securities Finance Inc.
- 83. Svenska Handelsbanken
- 84. Swapswire Limited
- 85. Taipei Fubon Bank, New York Agency
- 86. Tata Consultancy Services
- 87. The Bank of New York
- 88. The Bank of Nova Scotia
- 89. The British Land Company PLC
- 90. Thompson Financial
- 91. TIBCO Software, Inc.

- 92. UFJ Bank Limited
- 93. Vertex Mortgage Services
- 94. Virtx
- 95. WIPRO Infotech Enterprise Solutions
- 96. YXIME
- 97. ZKB (Zurcher Kantonalbank)

## **Significant Leases**

- 101 Hudson Leasing Associates
- 1111 Brickell Office, LLC
- 125 High Street LP
- 1301 Properties Owner L.L.C
- 20 CCC Business Trust
- 300 Main L.L.C.
- 50 Broadway Realty Corp.
- 5450 West Sahara LLC
- 600 Partners Co., L.P.
- 605 Third Avenue Fee LLC
- 70 Hudson Street, LLC
- 8 Sound Shore Associates, LLC
- 85 Tenth Avenue Associates, LLC
- AIG Technologies, Inc.
- American Center
- Archipelago Holdings, Inc.
- Argonne Capital Group
- B&R 919, LLC
- Beneficiaries of North Star Trust Company Title Holding Land
- BNC Mortgage
- Board of Trade of the City of Chicago, Inc.
- BP 399 Park Avenue LLC
- Brandywine Office Investments LLC
- Brookfield Properties One WFC Co. LLC
- CA-10880 Wilshire Limited Partnership
- CB Office 10, Ltd.
- CharterMac Mortgage Capital Corporation
- Clearbridge Advisors, LLC (f/k/a CAM North America, LLC)
- Clifford Chance US LLP
- CMD ST Financial Centre, LLC
- Columbia Center Property LLC
- Constellation Place, LLC
- Consultatio Inversora S.A.
- Corporate Park Associates
- Corridors I & II/Loudoun II SPE Feeco, L.L.C.
- Courtside West, LLC
- CPR (USA) Inc.
- Creekside Business Mall LLC

- Crescent TC Investors LP
- Crown Point, L.L.C.
- CT Tower Investments Inc
- Custer Court, L.P.
- DBSI Housing, Inc.
- Denver United LLC
- Deutsche Bank AG, New York Branch
- Deutsche Bank Securities, Inc.
- Deutsche Immobilien Fonds Aktiengesellschaft
- Dewey Ballantine LLP/Dewey LeBouf LLP
- Eastrich No. 167 Corporation
- Financial Solutions Partners, LLC
- For 1031 Heritage II LLC
- Four Point Star Operating Company, L.P.
- Franklin Credit Management
- Frazee, LLC
- Frenkel of New Jersey, Inc.
- Galleria Properties, LLC
- GRE Glendale LLC
- Guggenheim Concourse, L.P.
- Hanover Moving & Storage Co., Inc.
- Historic TW Inc.
- Historic TW Inc.
- HQ Global Workplaces
- Hunter Financial Group, LLC
- Huron Consulting Group LLC
- HWA 555 Owners, LLC
- JBC Funds 200 West Monroe LLC
- JDJ Properties, Inc.
- Legacy III Centennial, LLC
- Lehman Brothers Commercial Bank
- Lehman Brothers Holdings, Inc.
- Lempira S.R.L., R.U.C.
- Level 3 Communications, LLC
- Liberty Property Limited Partnership
- Mack-Cali CW Realty Associates L.L.C.
- Mackenzie Financial Corporation
- MCPR Unit V LP, S.E.
- Middlefield Park Associates
- Millennium De Investimentos Imobiliarios LTDA
- MJH Wacker LLC
- Monarch Centre Associates, LLC
- Mountain Towers Properties, LLC
- National Union Fire Insurance Company of Pittsburgh, PA
- NBS Brookside 700/800, L.L.C.
- New Tower Trust Company Multi-Employer Property Trust

- Nine Penn Center Associates, LP
- Normandy Real Estate Partners
- One William Street Capital Management, L.P.
- Palm Beach Park Centre 4, LLC
- PCC Properties (Calgary) Ltd.
- Piedmont Operating Partnership, L.P.
- Pricewaterhouse Coopers, LLP
- R3 Capital Management, L.P.
- Regus do Brasil, Ltd
- Rock Forty Ninth LLC
- Rockefeller Center North, Inc.
- Rosemead Properties, Inc.
- Sandtrap II, Ltd.
- Sharon Land Company, LLC
- SLG 220 News Owner LLC
- SP4 190 S. LaSalle, L.P.
- Stillwater Development, LLC
- Sunray Investments
- Teachers Insurance and Annuity Assoc. of America
- Telwares, Inc.
- Tempe Fountainhead Corporate, LLC
- Texas Tower Limited
- The Irvine Company LLC
- The Realty Associates Fund VIII, L.P.
- Triple Net Properties, LLC
- Trizec Westwood Center LLC
- Wacker Drive Limited Partnership
- Wasserstein Perella Group Holdings, LLC
- Willkie Farr & Gallagher LLP
- WLA UPU 1 and 2, LLC
- WPGH, LLC

## **Secured Creditors**

1. Danske Bank
2. Fenway Funding LLC
3. JPMorgan Chase
4. MetLife
5. SMBC
6. State Street
7. Swedbank

## **Government and State Regulatory Agencies.**

- Commodity Futures Trading Commission (LBI, NB LLC)
- Federal Deposit Insurance Corporation (LB Bank, LB Commercial Bank)
- Federal Energy Regulatory Commission (Lehman Brothers Commodity Services Inc.)

- Financial Industry Regulatory Authority (non-governmental)
- National Futures Association (non-governmental)
- New York Stock Exchange (non-governmental)
- Office of the Comptroller of Financial Institutions (Lehman Brothers Trust Co.)
- Office of Thrift Supervision (LB Bank)
- Securities and Exchange Commission
- State Bank Commissioner of the State of Delaware (Lehman Brothers Trust Company of Delaware)
- State Blue Sky Laws in all 50 states and Puerto Rico
- Utah Commissioner of Financial Institutions (LB Commercial Bank)

**Members of Ad Hoc or Unofficial Creditors' Committees** – Those formed prior to the Commencement Date, to the extent known at the Commencement Date.

1. The Ad Hoc Committee of Bondholders of the Main Street Natural Gas, Inc. Gas Project Revenue Bonds

- Allstate Insurance Co.
- Capital Research Management Co.
- Capital Research Management Co.
- Franklin Advisors LP
- Franklin Federal Intermediate-Term-Tax-Free Income Fund
- Franklin Federal Tax-Free Income Fund
- Franklin Georgia Tax-Free Income Fund
- Franklin High-Yield Tax-Free Income Fund
- Independence Holding Co.
- Oppenheimer Funds, Inc.
- The Vanguard Group

2. Informal LBHI Bondholder Group

- Alliance Bernstein
- Capital Guardian Trust Company
- Cyrus Capital Partners, L.P.
- King Street Capital Management, L.L.C.
- Pacific Management Investment Company
- Wexford Capital LLC
- York Capital Management

**Significant Stockholders** – If Debtor is a corporation, any significant stockholders (greater than 5%).

• AXA and related parties	7.25%
• Clearbridge Advisors, LLC and related parties	6.33%
• FMR LLC and related parties	5.87%

**Directors and Officers (LBHI)** – Current and former (up to three years) members of the corporation's board of directors and its officers.

Board of Directors

- Henry Kaufman
- Jerry A. Grundhofer
- John D. Macomber
- John F. Akers
- Marsha Johnson Evans
- Michael L. Ainslie
- Richard S. Fuld, Jr.
- Roger S. Berlind
- Roland A. Hernandez
- Sir Christopher Gent
- Thomas H. Cruikshank

Officers

- Aaron Guth
- Aida Sarmast
- Alex Kirk
- Andrew Fischthal
- Andrew Yeung
- Ann Cairns
- Bryan Marsal
- Christian Meissner
- Christine Searl
- Christopher O'Mera
- Daniel Ehrmann
- Darryl Steinberg
- David Coles
- David Goldfarb
- Denise Troise
- E. Todd Whittemore
- Eric Felder
- Erin Callen
- Francine Kittredge
- George H. Walker
- Gerald A Donini
- Gerald Pietroforte
- Gwen J. Zeisler
- Herbert H. McDade III
- Hugh E. McGee III
- Hyung S. Lee
- Ian T Lowitt
- Jack McCarthy
- James Brogan
- James Fogarty

- Jasjit S. Bhattal
- Jeffrey A. Welikson
- Jeffrey Fitts
- Jeffry Ciongoli
- Joanne Chormanski
- John M. Skoba
- John Suckow
- Jonathan Beyman
- Jonathan Harris
- Jospeh M. Gregory
- Karen B. Corrigan
- Lana Franks
- Leo C. Trautman, Jr.
- Linda Klang
- Madeline L. Shapiro
- Martha Solinger
- Martin Winter
- Michael Geband
- Neill Poole
- Pamela Tibbetts
- Riccardo Banchetti
- Richard S. Fuld, Jr.
- Robert J. Leist
- Ronn A. Pisapia
- Salvatore Barbuzza
- Scott J. Freidheim
- Shawnda D. Merriman
- Stephen M. Lessing
- Terry L. Gentry
- Thomas A. Russo
- Thomas Hommel
- Wendy M. Uvino
- William Fox
- William Gordon
- William Olshan
- Yvonne Stich

**Underwriting Investment Bankers for Debtor's Securities** - all securities issued or outstanding on the Commencement Date or during the three years prior to the Commencement Date.

- ABN AMRO Rothschild
- Hoare Govett, Ltd.
- Lehman Brothers
- Merrill Lynch
- UBS Investment Bank

## Related Entities

1. 737 Portfolio Services LLC
2. 737 Portfolio Trust
3. Area Assignor Corp. (dissolved)
4. Area Depository Corporation (dissolved)
5. Area GP Corporation
6. Aristos LLC
7. ASB L.L.C.
8. Ballybunion Investments No. 2 Ltd.
9. Ballybunion Investments No. 3 Ltd
10. Ballybunion Investments No. Ltd.
11. Banque Lehman Brothers S.A.
12. Bixen Limited
13. BK I Realty Inc. (dissolved)
14. BK II Properties Inc.
15. BK III Properties Inc.
16. Blue Jay Realty Corporation
17. BNC Holdings Inc.
18. BNC Mortgage LLC
19. Bromley LLC
20. Brookson Corp.
21. Brookwood Energy & Properties Inc.
22. Canope Credit Corp.
23. Capital Analytics II, LP
24. Central Funding (Concord) Corporation (dissolved)
25. CES Aviation LLC
26. CES Aviation IX LLC
27. CES Aviation V LLC
28. Clarks Summit I, LLC
29. Clarks Summit II, LLC
30. CP1 Real Estate Services Inc.
31. CP4 Real Estate Services Inc. (dissolved)
32. Dimont Corporation
33. DL Mortgage Corp.
34. DRA Management, Inc. (dissolved)
35. Eagle Energy Management, LLC
36. Eagle Energy Partners I, L.P.
37. East Dover Limited
38. Edibrook Corp.
39. EHP/GP Inc. (dissolved)
40. Eldon Street Holdings Limited
41. ELQ Holdings B.V.
42. ELQ Hypothekan N.V.
43. Equipment Management Inc.
44. Equity Strategies Loans LLC
45. Equity Strategy Loans LLC
46. e-Valuate, LP
47. Executive Monetary Management, Inc.
48. Falcon Holdings I LLC

- 49. First Ward Properties Inc.
- 50. Flight Sim I LLC
- 51. Flight Sim II LLC
- 52. Flight Sim III LLC
- 53. Flight Sim IV LLC
- 54. Flight Sim V Inc.
- 55. FRAH Special Services Inc.
- 56. Fundo De Investimento Multimercado Credito Privado Navigator Investmento
- 57. Furno & Del Castano CapitalPartners LLP
- 58. GA Dekalb Inc.
- 59. GKI Korea Development Limited
- 60. Global Principal Strategies Loans Inc.
- 61. GmbH
- 62. GRA Finance Corporation Ltd.
- 63. GRA Finance Corporation Ltd.
- 64. Growth Partners Inc. (dissolved)
- 65. Hills Funding One, Ltd.
- 66. Hydrocarbon Capital II LLC
- 67. IL Lombard Inc. (dissolved)
- 68. Ivanhoe Lan Pty Limited
- 69. Jet Aircraft Leasing Inc. (dissolved)
- 70. Jet Partners, LLC
- 71. JFM Aviation Once LLC
- 72. KM-I Real Estate Company VII (sold)
- 73. Laminar Holdings LLC
- 74. LB 2080 Kalakaua Owners LLC
- 75. LB 3 GmbH
- 76. LB 745 LLC
- 77. LB Alberta Holdings Inc.
- 78. LB Beta Finance Cayman Limited
- 79. LB GPS Lightfoot L.L.C.
- 80. LB Holdings Intermediate 1 Ltd
- 81. LB Holdings Intermediate 2 Ltd
- 82. LB I Group Inc
- 83. LB India Holdings Cayman I Limited
- 84. LB India Holdings Cayman II Limited
- 85. LB India Holdings Mauritius I Limited
- 86. LB India Holdings Mauritius II Limited
- 87. LB India Holdings Mauritius III Limited
- 88. LB Investment Corp. Inc.
- 89. LB Investment Holding Company Limited (dissolved)
- 90. LB Investments (UK) Limited
- 91. LB Leasing Inc.
- 92. LB Lomond Investments Limited
- 93. LB Maritim Investor
- 94. LB Memphis Brownstone LLC
- 95. LB Military Housing LLC
- 96. LB Note Corp.
- 97. LB Ohana, LLC

- 98. LB Rose Ranch LLC
- 99. LB Skypower Inc.
- 100. LB Trade Corp.
- 101. LB UK Financing Limited
- 102. LB UK RE Holdings Ltd.
- 103. LBCCA Holdings I LLC
- 104. LBCCA Holdings II LLC
- 105. LB-NL Holdings (Cayman) Limited
- 106. LB-NL Holdings I Inc.
- 107. LB-NL Holdings L.P.
- 108. LB-NL U.S. Investor Inc.
- 109. LBO Investments Limited
- 110. LBQ Funding (UK)
- 111. LBQ Hong Kong Funding Ltd
- 112. LBQ Hong Kong Services Limited
- 113. LCP LTU LLC
- 114. LCPI Properties Inc.
- 115. LCPI Properties Inv.
- 116. Leesburg ACG LLC
- 117. Lehman ABS Corporation
- 118. Lehman Aircraft Securitization Holdings LLC
- 119. Lehman Asset Backed Caps Inc.
- 120. Lehman Brother Venture Capital 2003 Partnership
- 121. Lehman Brothers (Israel) Inc.
- 122. Lehman Brothers (PTG) Limited
- 123. Lehman Brothers (Spain) S.A.
- 124. Lehman Brothers 1999 Venture Managers' Partnership L.P.
- 125. Lehman Brothers 1999 Vernture GP Partnership L.P.
- 126. Lehman Brothers AIM Holding II LLC
- 127. Lehman Brothers Alternative Investment Management LLC
- 128. Lehman Brothers Argentina S.A.
- 129. Lehman Brothers Asset Management (Europe) Ltd
- 130. Lehman Brothers Asset Management Asia, Inc. (dissolved)
- 131. Lehman Brothers Asset Management France
- 132. Lehman Brothers Asset Securitization LLC
- 133. Lehman Brothers Capital GmbH, Co
- 134. Lehman Brothers Capital Partners I, L.P.
- 135. Lehman Brothers Capital Partners II, L.P.
- 136. Lehman Brothers Capital Partners IV, L.P.
- 137. Lehman Brothers CDO 2003 L.P.
- 138. Lehman Brothers CDO Associates (Cayman), Ltd.
- 139. Lehman Brothers CDO Associates 2003 L.P.
- 140. Lehman Brothers CDO Associates 2004 L.P.
- 141. Lehman Brothers CDO Opportunity Partners 2004-2, L.P.
- 142. Lehman Brothers Commercial Corporation
- 143. Lehman Brothers Commercial Corporation Asia Limited
- 144. Lehman Brothers Commercial Mortgage K.K.
- 145. Lehman Brothers Commodity Service Inc.
- 146. Lehman Brothers Communications Partnership

147. Lehman Brothers de Chile, S.A. (dissolved)
148. Lehman Brothers de Venezuela C.A. (inactive)
149. Lehman Brothers Derivative Finance LLC
150. Lehman Brothers Derivative Products Inc.
151. Lehman Brothers Diversified Private Equity Fund 2004, L.P.
152. Lehman Brothers do Brasil Ltda
153. Lehman Brothers Energy Canada, ULC
154. Lehman Brothers Europe Inc.
155. Lehman Brothers Europe Limited
156. Lehman Brothers European Mezzanine 2002 Associates L.P.
157. Lehman Brothers European Mezzanine 2002 L.P.
158. Lehman Brothers European Venture Capital Associates L.P.
159. Lehman Brothers European Venture Capital L.P.
160. Lehman Brothers Finance (Japan) Inc.
161. Lehman Brothers Financial Products Inc.
162. Lehman Brothers Fund of Funds Associates L.P.
163. Lehman Brothers Fund of Funds L.P.
164. Lehman Brothers Global Asset Management K.K. (liquidated)
165. Lehman Brothers Healthcare Venture Capital Associates L.P.
166. Lehman Brothers Healthcare Venture Capital L.P.
167. Lehman Brothers Holdings Inc.
168. Lehman Brothers Holdings International Inc.
169. Lehman Brothers Holdings Japan Inc.
170. Lehman Brothers Holdings Plc
171. Lehman Brothers Holdings Scottish LP
172. Lehman Brothers Inc.
173. Lehman Brothers Insurance Agency L.L.C
174. Lehman Brothers International (Europe)
175. Lehman Brothers International Services, Inc.
176. Lehman Brothers Investment Holding Company Inc.
177. Lehman Brothers Investment Management Asia Limited
178. Lehman Brothers Investments PTE Ltd.
179. Lehman Brothers Japan Inc
180. Lehman Brothers LBO Inc.
181. Lehman Brothers Limited
182. Lehman Brothers Luxembourg Investments Sari
183. Lehman Brothers MBG Associates III L.L.C.
184. Lehman Brothers MBG Associates L.P.
185. Lehman Brothers MBG Capital Partners 1998 (C) LP
186. Lehman Brothers MBG Finders 1999 (A) L.P.
187. Lehman Brothers MBG Finders 1999 (B) L.P.
188. Lehman Brothers MBG Finders 2000 (B) L.P.
189. Lehman Brothers MBG Partners 1997 (A) L.P. (dissolved)
190. Lehman Brothers MBG Partners 1997 (B) L.P. (dissolved)
191. Lehman Brothers MBG Partners 1998 (A) L.P.
192. Lehman Brothers MBG Partners 1998 (B) L.P.
193. Lehman Brothers MBG Partners 1998 (C) L.P.
194. Lehman Brothers MBG Partners 1999 (A) L.P.
195. Lehman Brothers MBG Partners 1999 (B) L.P.

196. Lehman Brothers MBG Partners 1999 (C) L.P.
197. Lehman Brothers MBG Partners L.P.
198. Lehman Brothers MBG Venture Capital Partners 1997
199. Lehman Brothers MBG Venture Capital Partners 1998 (A) L.P.
200. Lehman Brothers MBG Venture Capital Partners 1998 (B) L.P.
201. Lehman Brothers MBG Venture Capital Partners 1998 (C) L.P.
202. Lehman Brothers MBG Venture Capital Partners 1998 (D) L.P.
203. Lehman Brothers MLP Associates, L.P.
204. Lehman Brothers MLP Partners, L.P.
205. Lehman Brothers Offshore Diversified Arbitrage Fund, Ltd.
206. Lehman Brothers Offshore Diversified Arbitrage Master Fund Ltd.
207. Lehman Brothers Offshore Diversified Private Equity Fund 2004, L.P.
208. Lehman Brothers Offshore Investment Partnership L.P.
209. Lehman Brothers Offshore Investment Partnership-Japan L.P.
210. Lehman Brothers Offshore long/short fund, ltd
211. Lehman Brothers Offshore Long/Short Master Fund Ltd.
212. Lehman Brothers Offshore Partners Ltd.
213. Lehman Brothers Offshore Partnership Account 2000/2001, L.P.
214. Lehman Brothers Offshore Partnership GP 2000/2001 L.P.
215. Lehman Brothers Offshore Real Estate Associates, Ltd
216. Lehman Brothers OTC Derivatives Inc.
217. Lehman Brothers Overseas Inc.
218. Lehman Brothers Pacific Holdings Pte. Ltd.
219. Lehman Brothers Participation Fund Associates, L.P.
220. Lehman Brothers Partnership GP 2000/2001 L.P. (dissolved)
221. Lehman Brothers Private Equity Advisers L.L.C
222. Lehman Brothers Private Fund Advisers LP
223. Lehman Brothers Private Fund Management LP
224. Lehman Brothers Private Funds Investment Company GP, LLC
225. Lehman Brothers Private Funds Investment Company LP, LLC
226. Lehman Brothers Secondary Fund of Funds Associates L.P.
227. Lehman Brothers Secondary Fund of Funds L.P.
228. Lehman Brothers Securities Taiwan Limited
229. Lehman Brothers Services India Private Limited
230. Lehman Brothers Singapore PTE Ltd.
231. Lehman Brothers South Asia Limited (Inactive)
232. Lehman Brothers South East Asia Investments PTE Limited
233. Lehman Brothers Spain Holdings Limited
234. Lehman Brothers Special Financing Inc.
235. Lehman Brothers Sudamerica S.A.
236. Lehman Brothers U.K. Holdings (Delaware) Inc.
237. Lehman Brothers Uruguay S.A.
238. Lehman Brothers VC Partners L.P.
239. Lehman Brothers Venture Associates Inc.
240. Lehman Brothers Venture Bankers' Partnership L.P.
241. Lehman Brothers Venture Capital Partners I, L.P.
242. Lehman Brothers Venture GP Partnership L.P.
243. Lehman Brothers Venture Partners L.P.
244. Lehman Brothers Verwaltungs-und Beteiligungsgesellschaft mbH

- 245. Lehman CMO Inc.
- 246. Lehman Commercial Paper Inc.
- 247. Lehman Crossroads Corporate Investors II, LP
- 248. Lehman Insurance Company
- 249. Lehman Loan Funding I LLC
- 250. Lehman Mortgage Company of Canada (surrendered)
- 251. Lehman Mortgage Holdings Canada I Inc. (inactive)
- 252. Lehman Mortgage Holdings Canada II Inc. (inactive)
- 253. Lehman Municipal ABS Corp. Lehman OPC LLC
- 254. Lehman Pass-Through Securities Inc.
- 255. Lehman Queens Center Inc. (inactive)
- 256. Lehman Queens Limited Inc. (inactive)
- 257. Lehman Re Ltd.
- 258. Lehman Realty & Development Corp.
- 259. Lehman Receivables Corp. (dissolved)
- 260. Lehman Risk Advisors Inc.
- 261. Lehman Risk Management, Inc. (dissolved)
- 262. Lehman Scottish Finance L.P.
- 263. Lehman Structured Assets Inc.
- 264. Lehman Structured Securities Corp.
- 265. Lehman Syndicated Loan Inc.
- 266. Lehman VIP Holdings Inc.
- 267. Lehman VIP Investment LDC
- 268. Liberty Corner Inc. (sold)
- 269. Liberty GP II Inc. (sold)
- 270. Libro Companhia Securitizadora de Creditos
- 271. LIBRO Holdings I Inc.
- 272. Long Point Funding Pty Ltd.
- 273. Louise Y.K.
- 274. LPTG Inc.
- 275. LPTG Intermediate LLC
- 276. LPTG LLC
- 277. Luxembourg Residential Properties Loan Finance S.a.r.l.
- 278. LW-LP Inc.
- 279. LW-LP Properties Inc.
- 280. M&L Debt Investments Holdings Pty Limited
- 281. M&L Debt Investments Pty Limited
- 282. Mast Depositor Corp
- 283. MBAM Investor Limited
- 284. MBR/GP Corp.
- 285. Merit, LLC
- 286. Metro Realty Corporation (dissolved)
- 287. MMP Funding Corp.
- 288. Morganberry Corporation
- 289. Nai Ham Hotel 1 Company Limited
- 290. Neuberger & Berman Agency, Inc.
- 291. Neuberger Berman Asset Management, LLC
- 292. Neuberger Berman Inc.
- 293. Neuberger Berman Investment Services, LLC

- 294. Neuberger Berman Pty Ltd.
- 295. Neuberger Berman, LLC
- 296. Newark Properties One Inc.
- 297. Nexterity Investment Partnership L.P.
- 298. NL Funding, L.P.
- 299. NL GP Inc.
- 300. Northstar Equipment Leasing Income Inc. (dissolved)
- 301. NPC Inc. (dissolved)
- 302. O.M.B. Limited Partner Ltd.
- 303. OCI Holdings Limited
- 304. OSD Corp.
- 305. PAC Aircraft Management Inc.
- 306. PAMI Statler Arms LLC
- 307. Pentaring, Inc.
- 308. Phuket Hotel 1 Holdings Company Limited.
- 309. Pike International Y.K.Pindar Pty Ltd.
- 310. Preferred Group Limited
- 311. Preferred Holdings Limited
- 312. Preferred Mortgages Limited
- 313. Principal Transactions Inc.
- 314. QP80 Real Estate Services Inc.
- 315. Quality Pork Partners, Inc.
- 316. Real Estate Investors Inc. (dissolved)
- 317. Real Estate Private Equity Inc.
- 318. Real Estate Services I Inc. (dissolved)
- 319. Real Estate Services VII Inc. (dissolved)
- 320. Reliance Energy E&P, LLC
- 321. REPE LBREP III LLC
- 322. Revival Holdings Limited
- 323. RIBCO LLC
- 324. RIBCO SPC, Inc.
- 325. Rock Hill Real Estate, Inc.
- 326. Sage Partners, LLC
- 327. SAIL Investor Pte Ltd.
- 328. Sambar Properties Inc.
- 329. SASCO ARC Corporation
- 330. Scranzay, Inc.
- 331. Security Assurance Advisers, LP
- 332. Select Asset Inc.
- 333. Senior Income Fund Inc. (dissolved)
- 334. Serafino Investments Pty Limited
- 335. Shearson Lehman Brothers Capital Partners II, L.P.
- 336. Shearson Lehman Hutton Capital Partners II
- 337. Skratook LLC
- 338. Small Business Assets I LLC
- 339. Southern Pacific Funding 5 Ltd
- 340. Stamford Investment Realty Inc.
- 341. STRATUS I Inc.
- 342. Structure Asset Securities Corporation II

- 343. Structured Asset Securities Corporation
- 344. Structured Options Inc.
- 345. STUIE CORP.
- 346. Sunrise Finance Co., Ltd.
- 347. TAL Europe, LLC
- 348. Tallus
- 349. Thayer Group Limited
- 350. Thayer Properties (Jersey) Ltd.
- 351. Thayer Properties Limited
- 352. Townsend Analytics Japan Ltd.
- 353. Townsend Analytics, Ltd.
- 354. TX Tower Inc. (sold)
- 355. West Dover, LLC
- 356. Wharf Reinsurance Inc.
- 357. Woori-LB First Asset Securitization Specialty Co., Ltd.
- 358. Woori-LB Fourth Asset Securitization Specialty Co., Ltd.
- 359. Y.K Tower Funding
- 360. Y.K. Park Funding

### **Potential Parties in Interest**

- 1. 1301 Properties Owner, LP
- 2. 250 East Borrower LLC
- 3. 4Kids Entertainment, Inc.
- 4. 50 Broadway Realty Corp. LLC
- 5. 605 Third Avenue Fee LLC
- 6. 8 Sound Shore Associates LLC
- 7. AB Bankas
- 8. Aberdeen Asset Management Inc.
- 9. Abm Industries, Inc.
- 10. AboveNet Communications Inc.
- 11. Accenture LLP
- 12. Access Data
- 13. Account Temps
- 14. ADV Portfolio Tech
- 15. AEW Capital Management, LP
- 16. AG First Farm Credit Bank
- 17. Agribank
- 18. AIG Financial Products Corp.
- 19. AIG Global Investment Corporation
- 20. AIM Advisors
- 21. AIM Funds
- 22. Airlie CDO I
- 23. AIRLIE LCDO (AVIV LCDO 2006-3)
- 24. AIRLIE LCDO (Pebble Creek 2007-1)
- 25. Alameda County (CA) Employees' Retirement Association
- 26. Aliant Bank
- 27. Allianz Global Investors AG
- 28. Altova, Inc.
- 29. Amber Capital Investment Management

- 30. Ameren et al.
- 31. American Express
- 32. American National Insurance Company
- 33. America's Servicing Company
- 34. Ana Fernanda Canales Gonzales
- 35. Anita Bryant
- 36. Anthony Victor Lomas
- 37. Aon Consulting
- 38. Aozora Bank, Ltd.
- 39. Arab Bank
- 40. Arapahoe County Attorney's Office
- 41. Arapahoe County Treasurer
- 42. Asbury Atlantic
- 43. Asbury-Solomons
- 44. Asset Backed Management Corp.
- 45. Assicurazioni
- 46. Asurion Corporation
- 47. AT&T Incorporated
- 48. AT&T Services Inc.
- 49. Australia National Bank
- 50. Automobile Club Insurance Association
- 51. A-V Services, Inc.
- 52. Avaya Inc.
- 53. Avista Corp.
- 54. AVIV LCDO 2006-1
- 55. AVIV LCDO 2006-2
- 56. Banca Sai
- 57. Banesco Holding C.A.
- 58. Banif-Banco
- 59. Bank of America Mellon
- 60. Bank of America N.A.
- 61. Bank of China
- 62. Bank Of Montreal
- 63. Bank of New York Mellon
- 64. Bank of Nova Scotia
- 65. Bank of Taiwan
- 66. Bank Pekao
- 67. Bankruptcy Creditors' Service, Inc.
- 68. Banque Privee Saint Dominique
- 69. Barclays Capital, Inc.
- 70. Bats Holdings, Inc.
- 71. Bay Harbour Management LC
- 72. Bay Harbour Master
- 73. Bel Air Investment Advisors LLC
- 74. Best Karpet
- 75. BHCO Master
- 76. BIM
- 77. Binding Company, Inc.
- 78. Blackrock Financial Management

- 79. BNY Corporate Trustee Services Ltd.
- 80. Bondwave LLC
- 81. BP Canada
- 82. BP Energy
- 83. BP North America
- 84. BRE Bank S.A.
- 85. Broadridge Processing Solutions, Inc.
- 86. Brookfield Properties One WFC Co. LLC
- 87. Bryant University
- 88. Burleson, ISD
- 89. Business Objects Americas
- 90. Caisse De Depot et Placement du Quebec
- 91. Caixa Geral De Depositos, S.A.
- 92. California Ind. Systems Operator Corp.
- 93. California Public Employees Retirement System
- 94. Calyon
- 95. Calyon Securities
- 96. Canadian Imperial Bank
- 97. Cap Gemini Financial Services USA, Inc
- 98. Carlos Manala
- 99. Carlton Communications Ltd.
- 100. Carlton Willard
- 101. Carmignac Gestion
- 102. Carrollton-Farmers Branch Independent School District
- 103. Cascade Investment LLC
- 104. Cattolica Assicurazioni S.p.A.
- 105. CB Richard Ellis, Inc.
- 106. CD Representative
- 107. CD Representative, L.C.
- 108. CFIP Fund
- 109. Chevron Natural Gas
- 110. Chicago Board Options Exchange, Incorporated
- 111. Chicago Mercantile Exchange
- 112. Chun Ip
- 113. Chuo Mitsui Trust And Banking Co.
- 114. CIBC Wolrd Markets Inc.
- 115. Cisco Systems Capital Corporation/Cisco Systems Inc./Cisco
- 116. Citibank, NA
- 117. Citigroup, Inc.
- 118. City of Edinburgh Council as Administrating Authority of the Lothian Pension Fund
- 119. City Of Farmers Branch
- 120. Clearwater Capital Partners
- 121. CNX Gas Co.
- 122. Coast Electric Power Association
- 123. Cognizant Technology Solutions
- 124. Collins Building Services, Inc.
- 125. Commerzbank A.G.
- 126. Commerzbank A.G. (New York and Grand Cayman Branches)
- 127. Community Trust Bancorp Inc.

- 128. Compagnie Financiere Tradition SA
- 129. Computer Financial Consultants Inc.
- 130. Constellation PL
- 131. Continental Airlines, Inc.
- 132. Contrarian Capital Management, LLC
- 133. CorrectNet, Inc.
- 134. Costello Maione Schuch Inc.
- 135. Counsel To Australia And New Zealand Banking
- 136. County of Monterey (CA)
- 137. County of San Mateo (CA)
- 138. Credit Suisse
- 139. Crossmark Investment Advisers, LP
- 140. Crossroads Investment Advisors
- 141. Cura Fixed Fund
- 142. Currenex
- 143. Customer Asset Protection
- 144. D.E. Shaw Composite Portfolios, LLC
- 145. D.E. Shaw Oculus Portfolios, LLC
- 146. Dallas County
- 147. Dan Yoram Schwarzmann
- 148. Danske Bank A/S
- 149. DCFS Trust
- 150. DCI Umbrella Fund PLC
- 151. Deere & Company
- 152. Delaware Management Holdings, Inc.
- 153. Dell Marketing L.P.
- 154. Demann
- 155. Deutsche Bank Securities Inc.
- 156. Dexia Belgique
- 157. Dexia Deutschland
- 158. Dexia Local
- 159. Dexia Luxemburg
- 160. DG3 Holdings LLC
- 161. Direct Energy Business LLC
- 162. Direct Energy LLC
- 163. Diversified Credit Investments LLC as agent for the Government of Singapore  
Investment Corporation PTE, LTD.
- 164. Division Water
- 165. DNB Nor Bank Asa
- 166. Dresdner Bank A.G.
- 167. Dresdner Kleinwort Group Goldings LLC
- 168. Dubai International Capital LLC
- 169. Duke Corporate Education
- 170. Duke Energy Ohio, Inc.
- 171. Dun & Bradstreet
- 172. Dynergy Power Marketing, Inc.
- 173. East 46th Borrower LLC
- 174. Eaton Corporation
- 175. EHMD, LLC

- 176. Electrabel
- 177. Electricite de France
- 178. Elliot International L.P.
- 179. Elliott Associates, L.P.
- 180. EMC Corporation
- 181. Encana Corp.
- 182. Encana Oil and Gas
- 183. EnergyCo Marketing and Trading
- 184. EnergyCo, LLC
- 185. Engineers-Employers Construction Industry Retirement Trust/Saginaw Police & Fire Pension Board
- 186. Essex Equity Holdings USA, LLC
- 187. Etihad Airways
- 188. European Bank For Reconstruction
- 189. Evergreen, Et. Al
- 190. Executive Fliteways, Inc.
- 191. Exegy Incorporated
- 192. EXUM RIDGE CBO 2006-1
- 193. EXUM RIDGE CBO 2006-2
- 194. EXUM RIDGE CBO 2006-4
- 195. EXUM RIDGE CBO 2006-5
- 196. EXUM RIDGE CBO 2007-1
- 197. EXUM RIDGE CBO 2007-2
- 198. EZE Castle
- 199. Factiva, Inc.
- 200. Fannie Mae
- 201. Federal Express Corporation
- 202. Federal Home Loan Bank of Atlanta
- 203. Federal Home Loan Bank Of Pittsburgh
- 204. Federal Home Loan Mortgage Corp
- 205. Federal Reserve Bank of New York
- 206. Fir Tree Capital Opportunity Master Fund, L.P.
- 207. Fir Tree Value Master Fund, L.P.
- 208. First Choice Power, LP
- 209. First Commercial Bank Co., Ltd. New York Agency
- 210. First Trust Advisors L.P.
- 211. First Trust Portfolios L.P.
- 212. Fondiaria
- 213. Fondo Latinoamericano De Reservas
- 214. Franklin American Mortgage Company
- 215. Franklin Lincoln National Corporation
- 216. Fred Hutchinson Cancer Research Center
- 217. Frictionless Commerce, Inc.
- 218. Friedman, Billings, Ramsey & Group, Inc.
- 219. Fubon Insurance Co.
- 220. Fubon Securities Co.
- 221. Fulton Bank
- 222. Fusion Funding Limited
- 223. Fusion Funding Luxembourg, S.A.R.L.

- 224. FX Alliance LLC
- 225. FXCM Holdings, LLC
- 226. Galleon Buccaneer's Offshore LTD
- 227. Gartner UK Limited
- 228. Gartner, Inc.
- 229. GE Capital Information Technology
- 230. GE Capital Information Technology Solutions, Inc. DB/A Ikon Financial Services
- 231. GE Corporate Financial Services, Inc.
- 232. General Electric Capital Corp
- 233. General Helicopters International LLC
- 234. Gensler Architecture, Design And Planning, P.C.
- 235. Georgetown University
- 236. German Association of Savings Banks
- 237. Gesconsult S.A. SG LLC
- 238. GL Trade
- 239. GLG Partners LP
- 240. Global Thematic
- 241. GM Canada Foreign Trust
- 242. GMAC LLC
- 243. GMAC Residential Capital
- 244. GMAC-IM
- 245. GMAM Investment Funds Trust
- 246. Godiva Chocolatier, Inc.
- 247. Goldman Sachs & Co.
- 248. Goldman Sachs Credit Partners
- 249. Government of Guam Retirement Fund
- 250. Green Tree Servicing Inc.
- 251. Green Tree Servicing LLC
- 252. Greenbriar Minerals, LLC
- 253. Greg Georgas & Mark Grock
- 254. GS European Performance Fund Limited
- 255. GSEF Al Nawras (Cayman) Limited
- 256. Halbis Distressed Opportunity Master Fund Ltd.
- 257. Hale Avenue Borrower LLC
- 258. Hank's Living Trust
- 259. Hanover Moving & Storage Co. Inc
- 260. Harbert
- 261. Harbinger Capital Partners
- 262. Harbinger Capital Partners Special Situations Fund LP
- 263. Harris County
- 264. Health Care Services Corp D/B/A Blue Cross and Blue Shield of Illinois
- 265. Hegemon Fund I, LLC
- 266. Hellman & Friedman
- 267. Henegan Construction Co., Inc.
- 268. Hilliard Farber & Co. Inc.
- 269. Hope Greenfield
- 270. HSBC Realty Credit
- 271. Hughes Hubbard
- 272. Humberto G. Merchland Lopez

273. Hypo Investment Bank Ag  
274. IBM  
275. ICAP North America Inc.  
276. IGI Resources  
277. Illuminating  
278. Independence Holding Co.  
279. INF SRVS  
280. Informal Group Of Taiwan Financial Institutions  
281. Infospace Inc.  
282. ING bank, FSB  
283. ING Real Estate Finance  
284. Institutional Benchmarks  
285. Instituto de Credito Oficial  
286. Intechra LLC  
287. Interactive Data Corp.  
288. Intercall Inc.  
289. Interface Cable Assemblies and Services Corp.  
290. Internal Revenue Service  
291. Intersil Corporation  
292. IntraLinks Inc.  
293. Investcorp, Et. Al.  
294. Iris Software, Inc.  
295. Iron Mountain Information Management  
296. J P Morgan Chase Bank, N.A.  
297. J. Aron & Company  
298. James W. Giddens  
299. Jarden Corporation  
300. JFK International Air Terminal LLC  
301. Jin Liu  
302. Johnson County Arlington ISD  
303. Joseph Cordaro, Assistant U.S. Attorney, SDNY  
304. Ka Kin Wong  
305. Kapalua Bay, LLC  
306. Keane Inc.  
307. Korea Investment & Securities Co., LTD  
308. Kraft Foods Inc.  
309. LAHDE Capital Management  
310. Lai Mei Chan  
311. Landamerica Financial Group, Inc.  
312. LB Co-Investment Partners Cayman AIV I LP  
313. LB Merchant Banking Partners III Cayman AIV LP  
314. LB Offshore GP Holdings (PE) Ltd.  
315. LB Offshore Investment Partners II LP  
316. LB Secondary OPP Offshore Fund II LP  
317. LB Secondary OPP Offshore Fund LP  
318. LB VC Partners LP (VC Fund II)  
319. LBAYK  
320. LBREP /L-Suncal Master I LLC  
321. LBREP Lakeside SC Master I, LLC

- 322. Lehman Brothers Alpha Funds PLC for Lehman Brothers US High Yield Funds
- 323. Lehman Brothers Bankhaus Aktiengesellschaft
- 324. Lehman Brothers First Trust Income Opportunity Fund Inc.
- 325. Lehman Brothers High Yield Bond Fund 316. Lehman Brothers Income Funds for Lehman Brothers High Income Bond Funds
- 326. Lehman Brothers Income Funds for Lehman Brothers Strategic Income Fund
- 327. Lehman Brothers Merchant Banking Partners IV LP
- 328. Lehman Brothers Private Equity Funds
- 329. Lewtan Technologies, Inc.
- 330. Libby Wong
- 331. Lincoln Variable Insurance
- 332. Linden Advisors LP
- 333. Liquidpoint
- 334. Litton Loan Servicing, L.P.
- 335. Lloyds Bank
- 336. Lloyds TSB Bank plc
- 337. Los Angeles City Employees' Retirement System
- 338. Lyon Capital Ventures
- 339. M&B Maher
- 340. M. Arthur Gensler Jr and Assoc, Inc.
- 341. M. Brian Maher and Basil Maher
- 342. Mack-Cali Realty LP
- 343. Main Street Natural Gas, Inc.
- 344. Malaysian Airline System
- 345. Mansfield ISD
- 346. Marble Care
- 347. Margolis Edelstein
- 348. Marshall & Ilsley Trust Company, N.A.
- 349. Marshall Funds, Inc.
- 350. McLennan County
- 351. Members of Certified Class in Austin, ET AL V. Chisick, ET AL., Case SA CV 01-0971  
DOC
- 352. Meridian Company of New York
- 353. Metropolitan Transit Authority
- 354. Michael John Andrew Jervis
- 355. Microsoft Corporation
- 356. Microsoft Licensing
- 357. Midewest Realty Advisors LLC
- 358. Milano
- 359. Millennium Automotive Group
- 360. Minardi Capital Corp
- 361. Minnesota State Board of Investment
- 362. Mirant Corporation
- 363. Missouri Department Of Revenue, Bankruptcy Unit
- 364. Misys IQ LLC
- 365. Mitsubishi UFJ, Ltd.
- 366. Mizuho Corporate Bank
- 367. Mizuho Corporate Bank LTD
- 368. Monument Realty LLC

- 369. Moody's Investors Service
- 370. Morgan Stanley & Co. Incorporated
- 371. Motors Insurance Corp 361. MP Bank HF
- 372. MSS Distressed & Opportunities 2
- 373. MSTD, Inc.
- 374. Nasdaq OMX
- 375. National Australia Bank Limited
- 376. National Bank of Canada
- 377. National Cinemedia, Inc.
- 378. Nationwide Fund Advisors
- 379. Natixis Entities
- 380. Natl Australia Bank Limited
- 381. Netapp, Inc.
- 382. Neuberger Berman Advisers Management Trust for Lehman Brothers High Income Bond Fund
- 383. Neuberger Berman Income Opportunity Fund Inc.
- 384. New South Federal Savings Bank
- 385. Newedge USA, LLC
- 386. Newport Global Advisors LP
- 387. Nomura Holding America Inc.
- 388. Nomura Holdings Inc.
- 389. Normandy Hill Capital, LP NorthEast
- 390. Northern Ireland Governmental Officers Superannuation Committee
- 391. Northgate Minerals Corporation
- 392. Northrup Grumman
- 393. Norton Gold Fields Limited
- 394. Novara
- 395. NPD Group Inc.
- 396. NY State Department Of Taxation and Finance
- 397. NYSE Euronext Inc.
- 398. Occidental Energy Marketing, Inc.
- 399. Och-Ziff
- 400. Office of the U.S. Trustee
- 401. Office Of The United States Attorney
- 402. Office of Thrift Supervision
- 403. Office of Thrift Supervision, Northeast Region
- 404. Oklahoma Municipal Power Authority
- 405. Open Solutions Inc.
- 406. Operating Engineers Local 3 Trust Fund
- 407. Oppenheimer Funds Inc.
- 408. Oracle Credit Corporation
- 409. Osterreichische
- 410. Oversea-Chinese Banking Corp. Ltd.
- 411. Overstock.com
- 412. Pacific Coast Cap. Partners, LLC
- 413. Pacific Gas & Electric Company
- 414. Pacific Summit Energy LLC
- 415. Panton Fund
- 416. Parsec Corp.

- 417. Parsec Trading Corp.
- 418. Payreel, Inc.
- 419. Pebble Creek LCDO 2006-1
- 420. Pebble Creek LCDO 2007, LLC
- 421. Pebble Creek LCDO 2007-3
- 422. Penn Convention Center Authority
- 423. Pension Benefit Guaranty Corporation
- 424. Pentwater Capital Management, LP
- 425. Peter J. and Mary Jane Dapuzzo
- 426. Pietro Ferrero
- 427. Piper Jaffray and Co.
- 428. PJM Interconnection, L.L.C.\
- 429. Plumbers and Pipefitters National Pension Fund
- 430. PNMR Services Co.
- 431. Popolare
- 432. Powerex Corp.
- 433. Profunds Advisors LLC 424.
- 434. Providence Equity Partners
- 435. PT Bank Negara Indonesia
- 436. Public Service of North Carolina
- 437. Pursuit Capital Partners Master
- 438. Pursuit Capital Partners Master (Cayman) Ltd.
- 439. Pursuit Opportunity Fund I Master LTD.
- 440. Pursuit Partners
- 441. Pyrrhuloxia, LP
- 442. QVT Financial LP
- 443. R3
- 444. Region Marche
- 445. Regions Bank
- 446. Reliance Globalcom Services, Inc.
- 447. Reliant Energy Power Supply, LLC
- 448. Reliant Energy Services, Inc.
- 449. Rentokil
- 450. Republic Waste
- 451. Residential Funding Company LLC
- 452. River Capital Advisors Inc.
- 453. Rizal Commercial Banking Corporation
- 454. RMC
- 455. Robert Teller
- 456. Rocio Gonzalez De Canales
- 457. Rockefeller Center Management Corporation
- 458. Rockefeller Center North Inc.
- 459. Rockefeller Group Development Corporation
- 460. Rock-Forty Ninth LLC, Rockefeller Center et al.
- 461. Rock-Forty Ninth LLC, Rockefeller Center et, al.
- 462. Royal Bank of America
- 463. Royal Bank of Scotland
- 464. Russell Investment Group, Inc.
- 465. Rutger Schimmelpenninck

- 466. RWE
- 467. SABMi11er Plc
- 468. Saint Joseph's University
- 469. Salem Five Cents Savings Bank
- 470. Sampo Bank PLC
- 471. SBA Comm
- 472. SGS HY Credit Fund I (Exum Ridge CBO 2006-3)
- 473. Shareholders of Novastar Financial Inc.
- 474. Shell Energy North America (US) L.P.
- 475. Shell Trading (US) Company
- 476. Shinsei Bank Limited
- 477. Silver Point Capital, LP
- 478. Sing Heung
- 479. Singapore Airlines
- 480. Sistema Universitario Ana G. Mendez
- 481. Siu Lui Ching
- 482. Sky Power Corporation
- 483. SLG 220 News Owner LLC
- 484. SMBC Capital Markets
- 485. Societe Generale
- 486. Somerset Properties SPE, LLC
- 487. South Mississippi Power Association
- 488. SP4190 S. Lasalle, L.P.
- 489. Sprint Nextel Corp
- 490. Stamford Associates L.P.
- 491. Stan Mehaffey
- 492. Standard Chartered Bank
- 493. State Board of Administration of Florida
- 494. State of Michigan, Department of Treasury
- 495. State Street Bank
- 496. Statler Arms Garage LLC
- 497. Steingass
- 498. Stephen N. Hurley
- 499. Steven Anthony Pearson
- 500. Steven T. Mulligan
- 501. Structure Consulting Group, LLC
- 502. Structure Tone Inc.
- 503. SuccessFactors Inc.
- 504. Sumitomo Mitsui Banking Corp.
- 505. Sumitomo Mitsui Brussels Branch
- 506. Sumitomo Trust & Banking Co., LTD
- 507. Summit Systems, Inc.
- 508. Sun Microsystems, Inc.
- 509. Sun Trust Banks, Inc.
- 510. SunGard
- 511. SunGard Asset Management Systems LLC
- 512. SunGard Availability Services LP
- 513. SunGard Business Integration Ltd.
- 514. SunGard Expert Solutions LLC

- 515. SunGard Institutional Brokerage Inc.
- 516. SunGard Investment Systems LLC
- 517. Svenska Handelsbanken AB
- 518. Swedbank
- 519. Swedbank AB, New York Branch
- 520. Systema
- 521. Taipei Fubon Commercial Bank Co.
- 522. Tangoe, Inc.
- 523. Tarrant County
- 524. Tata American International
- 525. Tata Consultancy Services LTD
- 526. TD Security
- 527. Telecom Italia Capital S.A.
- 528. Templeton Global
- 529. Tennessee Department of Revenue
- 530. The Bank Of Tokyo-Mitsubishi UFJ, Ltd
- 531. The Central Puget Sound Regional Transit Authority
- 532. The Commonwealth Of Pennsylvania
- 533. The Chuo Mitsui Trust And Banking Co., Ltd
- 534. The City of Long Beach
- 535. The Hotchkiss School
- 536. The Informal Noteholder Group
- 537. The Joint Administrators of the Lehman European Group Administration Companies
- 538. The Juilliard School
- 539. The Kiyo Bank
- 540. The Kyoei Fire and Marine Insurance Company Ltd.
- 541. The Liverpool Limited Partnership
- 542. The Provisional French Administrator to Banque Lehman Brothers SA
- 543. The TAARP Group, LLP
- 544. The Vanguard Group, Inc.
- 545. The Walt Disney Company / Disney
- 546. Thomas Cook AG
- 547. Thomas P. Dinapoli, as Sole Trustee of The NY State Common Retirement Fund
- 548. Thomson Reuters Plc & Thomson Reuters Corp.
- 549. ThruPoint, Inc.
- 550. Tiger Asia Fund, L.P.
- 551. Tiger Asia Overseas Fund, Ltd.
- 552. Time Warner
- 553. Tishman Speyer Properties, L.P.
- 554. Toronto-Dominion Bank
- 555. Total Gas & Power Limited
- 556. TPG-Austin Portfolio Holdings LLC
- 557. Tradeweb Markets LLC
- 558. Trading Technologies International
- 559. Training the Street, Inc.
- 560. TransCanada Pipelines Limited
- 561. Travelers National Accounts
- 562. Trophy Hunter Investments
- 563. Troutman Sanders LLP

564. True Friend 4th Securitization Specialty Co.  
565. Turnberry Fund  
566. Tuxedo Reserve Owner LLC  
567. Tuxedo TPA Owner LLC  
568. TW Telecom Inc.  
569. UBS Financial Services  
570. UBS Financial Services of Puerto Rico  
571. UBS International Inc.  
572. UBS Securities LLC  
573. Union Bank Of California, N.A.  
574. United Corporate Federal Credit Union  
575. United Parcel Services, Inc. / UPS  
576. US AG Bank  
577. US Bank National Association  
578. US Securities and Exchange Commission  
579. VBS Investment Bank  
580. Verizon Communications Inc.  
581. Vignette Europe Limited  
582. VITA  
583. Vollers Excavating & Construction, Inc.  
584. Wachovia Bank  
585. Wachovia Securities Ltd.  
586. Wall St Concepts  
587. Washington Mutual Bank  
588. Washington Mutual, Inc.  
589. WCCV  
590. Wells Fargo & Co.  
591. Wells Fargo Bank, NA  
592. WestLB AG, New York Branch  
593. Westport Capital Management  
594. White Marlin CDO 2007-1  
595. Wilmington Trust Company  
596. Wilmington Trust FSB  
597. WSG Development Co.  
598. Yarpa Investmenti S.G.R. S.P.A.-RP3  
599. Yildiz Holdings, Inc.  
600. Yin Ying Leung

## Affiliations of Outside Directors

Michael L. Ainslie

- director - The St. Joe Company
- director - Lehman Brothers Bank, FSB
- Member (and the chairman emeritus) of the Board of Directors of The Posse Foundation, Inc.
- trustee - Vanderbilt University

John F. Akers

- director - W.R. Grace & Co

Roger S. Berlind

- governor - The Broadway League

Thomas H. Cruikshank

Marsha Johnson Evans

- advisory board - LPGA
- advisory board - Pew Partnership for Civic Change
- director - America's Development Foundation.
- director - Huntsman Corporation
- director - Naval Academy Foundation
- director - Office Depot, Inc.
- director - Weight Watchers International, Inc.

Sir Christopher Gent

- advisory board - Reform
- director - Ferrari SpA
- senior advisor - Bain & Company, Inc.

Roland A. Hernandez

- advisory board - David Rockefeller Center for Latin American Studies at Harvard University
- advisory board - Harvard Law School
- director - Sony Corporation
- director - The Ryland Group, Inc.
- director - Vail Resorts, Inc.
- director of MGM Mirage
- President's Council on International Activities – Yale University

Henry Kaufman

- member - Board of Trustees of New York University
- member - Board of Trustees of the Animal Medical Center
- member (and the chairman emeritus) - Board of Overseers of the Stern School of Business of New York University
- member (and the chairman emeritus) - Board of Trustees of the Institute of International Education
- member of the Advisory Committee to the Investment Committee of the International Monetary Fund Staff Retirement Plan
- member of the Board of Governors of Tel-Aviv University treasurer (and former trustee) of The Economic Club of New York.
- member of the International Advisory Committee of the Federal Reserve Bank of New York
- president - Henry Kaufman & Company

John D. Macomber

- chairman - Council for Excellence in Government
- director - Collexis Holdings, Inc.
- director - Stewart & Stevenson LLC

- trustee - Carnegie Institution of Washington
- trustee - Folger Library
- vice chairman - Atlantic Council

### **Professionals Retained by the Company**

- Akerman Senterfitt
- Allen & Overy LLP
- Allen Matkins Leck Gamble Mallory and Natsis
- Alvarez & Marsal North America. LLC
- Andrews & Kurth LLP
- Appleby Global
- Baker & McKenzie LLP
- Ballard Spahr Anders & Ingersoll, LLP
- Bar & Karrer AG
- Bedell Cristin
- Benesch, Fiedlander, Coplan & Arnoff LLP
- Berkman Wechsler Bloom & Co., Law Offices
- Blake Cassels & Graydon LLP
- Bloom Murr & Accomazzo, P.C.
- Bortstein Legal LLC
- Bracewell & Giuliani LLP
- Brand Law Group, PC
- Brownstein Hyatt Farber Schreck, LLP
- Bulboaca & Associati
- Burns, White & Hickton
- Cadwalader, Wickersham & Taft LLP
- Cains
- Carrington, Coleman, Sloman & Blumenthal, L.L.P.
- Cassels Brock & Blackwell LLP
- Cederquist
- Chiomenti Studio Legale
- Click & Null, P.C.
- Conway and Mrowiec
- Cox Castle Nicholson
- Curtis, Mallet-Prevost, Colt & Mosle LLP
- Davies Ward Phillips & Vineberg
- Davis & Gilbert LLP
- De Brauw Blackstone Westbroek
- Dechert LLP
- Deloitte & Touch USA LLP
- DLA Piper
- Dorsey & Whitney LLP
- Duff and Phelps
- Einstein Malanchuk LLP
- Ernst & Young
- Evergreen Law Group

- Foster, Graham, Milstein & Calisher, LLP
- Fragomen, Del Rey, Bernsen & Loewy, LLP
- Freshfields Bruckhaus Deringer
- Fried Frank
- FTI Consulting Inc.
- Fulbright & Jaworski L.L.P.
- Gianni, Origoni Grippo & Partners
- Gibson, Dunn & Crutcher LLP
- Hahn Loeser & Parks LLP
- HBN Law
- Heller Ehrman LLP
- Herbert Smith CIS LLP
- Herbert Smith Ltd.
- Herrick & Feinstein MMOR Consulting
- Hogan & Hartson
- Houlihan Lokey Howard & Zukin Capital, Inc.
- Houser & Allison, APC
- Hunton & Williams LLP
- Jeffer, Mangels, Butler & Marmaro
- Jenner and Block LLP
- Jones Day
- Kahrl Roberts & Wutcher LLP
- Kellerhals Hess
- Kepley Brousous & Biggs
- Klavins & Slaidins
- Kleyr Grasso Assocs
- Kramer Levin Naftalis & Frankel LLP
- Krieg Devault LLP
- L.B. Smithplein 3
- Latham & Watkins LLP
- Lazard Freres & Co.
- Lewis and Roca LLP
- Locke Lord Bissell & Liddell LLP
- LS Horizon Ltd.
- Luboja & Thau, LLP
- Maples and Calder (Cayman Office)
- McKee Nelson
- McKenna Long & Aldridge LLP
- Meitar, Liquornik, Geva & Leshem Brandwein
- Menter, Rudin & Trivelpiece, P.C.
- Mercer Marsh & McLennan Companies
- Milbank, Tweed, Hadley & McCloy LLP
- Miller Canfield Paddock Stone
- Mitsui Company
- MM Arizona Holdings LLC
- MMOR Consulting

- Momo-o, Matsuo & Namba
- Morrison & Foerster LLP
- NautaDutilh N.V.
- NBP Clems
- Norton Rose LLP
- Ogier
- Oh-Ebashi LPC & Partners
- Paul, Hastings, Janofsky & Walker LLP
- Paul, Weiss, Rifkind, Wharton & Garrison LLP
- Pekin & Pekin
- Pite Duncan
- PricewaterhouseCoopers
- Prickett Jones & Elliott, P.A.
- Quinn Emanuel Urquhart Oliver & Hedges, LLP
- Raja & Tann
- Reilly Pozner & Connelly LLP
- Richards, Layton & Finger, P.A.
- Schulte, Roth, & Zabel LLP
- Sidley Austin LLP
- Sills Cummis Epstein & Gross P.C.
- Simpson Thacher & Bartlett LLP
- Skadden, Arps, Slate, Measgher & Flom LLP
- Smith Dollar
- Snell & Wilmer
- Sonnenschein Nath & Rosenthal
- Squire, Sanders & Dempsey L.L.P.,
- Stamford Law Corporation
- Stroock, Stroock & Lavan
- Thacher Proffitt & Wood LLP
- Tompkins, McGuire, Wachenfeld & Barry LLP
- Tozzini Freire Advogados
- Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis
- White & Case
- Willkie Farr & Gallagher LLP
- Windels Marx Lane & Mittendorf, LLP
- Woodbury & Santiago, P.A.

### **Litigation Claimants**

- Alaska Electrical Pension Fund
- Alex E. Rinehart
- Aliant Bank
- Annuity Fund et al. v. Lehman Brothers Holdings, Inc., et al.
- Avenius, et, al. v. Banc of America Securities LLC, et., al.
- Bader & Yakaitis P S P & Trust
- Bank of America, N.A.
- BHL Capital Partners L.P.

- BP Energy Company & BP Corporation North America Inc.
- Breakaway Solutions Inc.
- Carolina First Bank
- City of Cleveland, Ohio
- David Trent
- Declan Kelly
- Deutsche Bank AG
- Electronic Trading Group, LLC
- Elizabeth Foster
- Evergreen Solar, Inc.
- First Alliance Mortgage Company Class Action
- Fogarazzo, et al. v. Lehman Brothers Inc., et al. Claude A. Reese
- Fogel Capital Management, Inc.
- Forza Capital Management, L.L.C.
- Friedman, Billings, Ramsey Group, Inc.
- Hugh D. Barton
- In re Issuer Plaintiff Initial Public Offering Fee Antitrust Litigation (consolidated class action)
- In re Lehman Brothers Holdings, Inc. Derivative Litigation (Garber, Staehr, Locals 302 & 612 of the International Union of Operating Engineers-Employers Construction Industry Retirement Trust, and Saginaw Police & Fire Pension Board, plaintiffs)
- In re Mirant Corporation Securities Litigation (class action)
- In re Public Offering Antitrust Litigation (consolidated class action)
- IPO Class Actions
- J. Bader
- Keith Carpenter
- Keith Cheng
- Locals 302 & 612 of the International Union of Operating Engineers-Employers
- Mark Montag
- Mary Helbeyn
- Massachusetts Water Resources Authority
- Miron Berenshteyn
- Oliver Cheng
- Operative Plasterers and Cement Masons International Association Local 262 Annuity Fund
- Overstock.Com Inc., et, al. v. Morgan Stanely & Co. Inc., et, al.
- Research Analyst Independence Litigations
- Rye Select Broad Market Portfolio Limited
- Rye Select Broad Market XL Portfolio Limited
- Securities Investor Protection Corporation
- Sentinel Management Group, Inc.
- Sola Ltd. Royal Bank of America v. Lehman Brothers Special Financing
- Southern Community Financial Corporation, Southern Community Bank and Trust
- State Street Bank and Trust Company
- The Adelphia Recovery Trust

- The Options Clearing Corporation
- Wright et al v. Lehman Brothers Holdings Inc. et, al. (A. Vernon Wright and Dynoil Refining LLC, plaintiffs)

## **Largest Holders of Trade Debt**

1. 1221 Avenue of the Americas
2. 125 Broad Street
3. 1301 Properties Owner LP
4. 2027 Collections Center Drive
5. 4 Connections LLC
6. 425 Lexington Ave.
7. 515 South Flower Street
8. 55 Broadway
9. 767 Fifth Avenue
10. 77 West Wacker
11. A V Services Inc.
12. AC Nielsen Company
13. Acronis, Inc.
14. AFD Contract Furniture Inc.
15. Agilysys Nj, Inc.
16. Allen & Overy
17. Alpha Office Supplies Inc.
18. Anjarlekar & Associates
19. ANZ Banking Group Limited
20. Aperture Technologies
21. Ashurst Morris Crisp
22. Australia and New Zealand Banking Group Limited
23. Automated Securities Clearance Ltd.
24. Ayco Services Agency Inc.
25. Banctec Ltd.
26. Bank of America Plaza STE 3500 1041. Bank of Taiwan, New York Agency
27. Bank One Plaza
28. Bats Trading, Inc.
29. Bloomberg Finance LP
30. Bloomberg L.P.
31. Broadridge Securities Processing
32. BT Americas, Inc.
33. Cadwalader, Wickersham and Taft
34. Canary Wharf Management Limited
35. CB Richard Ellis Client Account RE Gloa
36. CDW Direct LLC
37. Centrale Attivita Finanziarie SPA
38. CHD Meridian Healthcare
39. Clayton Fixed Income Services, Inc.
40. Clifford Chance
41. Compliance Data Center Inc.
42. Compucenter (UK) Ltd.
43. Computer Associates International Inc.

- 44. Computer Financial Consultants, Inc.
- 45. Cushman & Wakefield Inc.
- 46. Cyveillance
- 47. Davis Polk and Wardwell
- 48. DBRS Inc.
- 49. Dell Marketing L.P.
- 50. Deutsche Borsche AG
- 51. DGWB, Inc.
- 52. Dimension Data
- 53. Diversified Global Graphics Group DG3
- 54. DnB NOR Bank ASA
- 55. Drowst Trading LLC
- 56. Elyo Services Limited
- 57. Emil Werr
- 58. Enterprise Solution Providers Inc.
- 59. Ernst & Young LLP
- 60. Ernst & Young Private Limited
- 61. EXLservice Holdings Inc.
- 62. Fidessa Plc.
- 63. First Commercial Bank Co., Ltd, New York Agency
- 64. FTInteractive Data
- 65. Gartner Group Inc.
- 66. Gotham Technology Group
- 67. Greenline Financial Technologies Inc.
- 68. Hanover Moving &Storage Co Inc.
- 69. Hatfield Philips International Limited
- 70. Haworth Singapore PTE Ltd.
- 71. Headstrong Services, LLC
- 72. Henegan Construction Co., Inc.
- 73. Hewlett Packard AP (Hong Kong) Limited
- 74. Hewlett Packard Company
- 75. HSBC Bank
- 76. IBM Corporation
- 77. ICAP Securities Limited 1078.
- 78. Information Builders Inc.
- 79. Intuition Publishing
- 80. Ikon Office Solutions Inc.
- 81. ILOG Inc.
- 82. Inconit Corporation
- 83. Information Builders Inc
- 84. Infusion Development Corp.
- 85. Integreon Managed Solutions
- 86. Interactive Data Corp.
- 87. Intuition Publishing Inc.
- 88. IPC Information Systems Inc.
- 89. Iron Mountain Digital Archives
- 90. Iron Mountain Records Management
- 91. JQ Network PTD Limited 1082
- 92. Kepner Tregoe Inc.

- 93. Key Systems
- 94. Kim & Chang
- 95. Kingston Communications PLC
- 96. KPMG, LLP
- 97. Lancaster Office Cleaning Co.
- 98. Lexis Nexis
- 99. Linklaters, S.L.
- 100. Liquid Engines, Inc.
- 101. Logical Information Machines
- 102. London & European Title Insurance Services Ltd.
- 103. London Borough of Tower Hamlets Rates
- 104. London Eastern Railway Limited
- 105. Mace Limited
- 106. McKee Nelson LLP
- 107. Mellon Analytical Solutions
- 108. Meridian IT, Inc.
- 109. Meridian It, Inc.
- 110. Michael Stapleton Associates
- 111. Microsoft Corporation
- 112. Microsoft Licensing, GP
- 113. Millennium Developers PVT Ltd.
- 114. Morse Group Limited
- 115. Morse Service Holdings Limited
- 116. National Bank of Australia
- 117. National Commerce Bank
- 118. Net One Systems
- 119. Network Appliance Inc.
- 120. Nishimura & Partners
- 121. Northrop Grumman
- 122. NYSE Market, Inc.
- 123. Origin HR Consulting Limited
- 124. Paul Weiss
- 125. Polaris Software Lab (India), Ltd.
- 126. Pricoa Relocation UK Limited
- 127. Quest Software Inc.
- 128. Rainmaker Group LLC
- 129. Restaurant Associates
- 130. Reuters America
- 131. Reuters Ltd.
- 132. Rittal Corporation
- 133. Rockefeller Center North, Inc.
- 134. Rolfe & Nolan Systems Inc.
- 135. RR Donnelley Receivables Inc.
- 136. SAS Institute Inc
- 137. Sharon Land Company, LLC
- 138. SOS Security Inc.
- 139. Standard & Poors
- 140. Standard and Poors Corp.
- 141. Standard Chartered Bank

- 142. Standard Register
- 143. Storage Technology Corp
- 144. Structure Group
- 145. Sungard Securities Finance Ltd.
- 146. Swapswire Limited
- 147. Swets Information Services Inc.
- 148. Tac Americas, Inc.
- 149. Taipei Fubon Bank, New York Agency
- 150. Tata Consultancy Services
- 151. The Bank Of New York
- 152. The British Land Company PLC
- 153. Thomson Financial
- 154. Tibco Software, Inc.
- 155. Transaction Network Services
- 156. Trilogy Leasing Co. LLC
- 157. Trimont Real Estate Advisors Inc.
- 158. Triple Point Technology, Inc.
- 159. Verrazano Consulting Solutions, LLC
- 160. Vertex Mortgage Services
- 161. Video Corporation Of America
- 162. Virtix
- 163. Wipro Technologies
- 164. Wombat Financial Software, Inc.
- 165. ZKB (Zurcher Kantonalbank)

## **Professionals Retained by Significant Creditor Groups**

- Akin Gump Strauss Hauer & Feld LLP
- FTI Consulting, Inc.
- Houlihan Lokey Howard & Zukin Capital, Inc.
- Milbank, Tweed, Hadley & McCloy LLP
- Munsch Hardt Kopf & Harr, P.C.
- Quinn Emanuel Urquhart Oliver and Hedges LLP
- The Wilson Law Firm, PC

## **Utilities**

- AT&T
- Cleveland Division of Water
- Cleveland Public Power
- ComEd
- Con Edison
- Dominion
- Illuminating
- Interstate Gas
- NEORSD
- NSTAR Electirc
- NYC Water Board
- Sempra Energy Solutions

- The Hess Corporation
- Time Warner

## Committee Members

- Aegon USA Investment Management
- Metlife
- Mizuho Corporate Bank, Ltd.
- RR Donnelley & Sons
- Shinsei Bank, Limited
- The Bank of NY Mellon
- The Royal Bank of Scotland, PLC
- The Vanguard Group
- Wilmington Trust Company

## Selected Derivative Counterparties

1. Advanced Graphic Printing, Inc.
2. Advanced Micro Devices, Inc.
3. AIG CDS, Inc.
4. Aircraft Finance Trust
5. Allison Transmission
6. AMBAC Credit Products, LLC
7. A.M. McGregor Home
8. American Investor Life Insurance Company
9. Aviva Life Insurance Company
10. Aviva Live & Annuity Company
11. Banca Italease S.p.A.
12. Banco Espirito Santo Investimento
13. Banco Espirito Santo
14. Bayview Financial, L.P.
15. Bayview Opportunity Master Fund, L.P.
16. Bremer Financial Corporation
17. BRM Group, Ltd.
18. Canadian National Resources Limited
19. Capital Automotive L.P.
20. Cheung Kong Bond Finance Limited
21. Chevron U.S.A. Inc.
22. City of Milwaukee, Wisconsin
23. Colorado Housing Finance Authority
24. Consolidated Container Company LLC
25. Convexity Capital Master Fund L. P.
26. Deer Park Road Corporation
27. Delaware River Port Authority
28. Deutsche Bank National Trust Company
29. Deutsche Bank Trust Company Americas
30. Dexia Bank Internationale a Luxembourg SA
31. Dexia Banque Belge SA
32. Dexia Credit Local, Dexia Kommunalbank Deutschland AG
33. Direct Energy Business, LLC

- 34. E-Capital Profits Limited
- 35. Embarcadero Aircraft Securitization Trust
- 36. Emigrant Bank
- 37. Energy America LLC
- 38. Enterprise Products Operating, LLC
- 39. EPCO Holdings, Inc.
- 40. Federal Home Loan Bank of Dallas
- 41. FirstBank of Puerto Rico
- 42. Florida Power & Light Company
- 43. FPL Energy Power Marketing, Inc.
- 44. FSA Credit Protection Trust 283
- 45. Gaston Christian School, Inc.
- 46. Government of Singapore Investment Corp.
- 47. H21 Absolute Return Concepts SPC ARC-B07-20
- 48. H21 Absolute Return Portfolios SPC Class A
- 49. HarbourView CDO III, Limited
- 50. HFF I, LLC
- 51. Houghton Mifflin Harcourt Publishing Company
- 52. Iconix Brand Group, Inc.
- 53. Idaho Housing and Finance Association
- 54. Indianapolis Life Insurance Company (Inc)
- 55. ING Life Insurance & Annuity Company
- 56. ING USA Annuity & Life Insurance Company
- 57. Intel Corporation
- 58. Iowa Telecommunications Services Inc
- 59. Irish Life & Permanent PLC
- 60. Italease Finance S.p.A.
- 61. JA Solar Holdings Co., LTD.
- 62. Lexington Insurance Company
- 63. Life Investors Insurance Company of America
- 64. Lincare Limited
- 65. Linn Energy, LLC
- 66. MEG Energy Corp.
- 67. Metavante Corporation
- 68. Ministry of Finance Italy
- 69. Monumental Life Insurance Company (INC)
- 70. Natixis Environment & Infrastructures
- 71. Nebraska Investment Finance Authority
- 72. New Generation Funding Trust 15
- 73. New Generation Funding Trust 16
- 74. New Jersey Housing and Mortgage Finance Agency
- 75. New York Life & Annuity Insurance Corporation
- 76. New York Life INS & Annuity Corp Private Placi
- 77. New York Life Insurance Company Inc
- 78. Northcrest, Inc.
- 79. Occidental Power Services, Inc.
- 80. Official Committee of Unsecured Creditors
- 81. OHP Opportunity Limited Partnership
- 82. One Madison Investments (CAYCO) Limited

- 83. Pacific Life & Annuity Co
- 84. Pacific Lifecorp
- 85. Pacific Life Insurance Company
- 86. Portfolio Green German CMBS GMBH
- 87. Principal Financial Services Inc.
- 88. Putnam (183 ISDA's)
- 89. Reliastar Life Insurance Company
- 90. Reliastar Life Insurance Company of New York
- 91. Reynolds American Defined Benefit Master Trust
- 92. Riversource Life Insurance Company of New York
- 93. Russell Implementation Services Inc.
- 94. Russell Investment Group
- 95. Security Life of Denver Insurance Company
- 96. Security Life of Denver Insurance Company Inc
- 97. Simpson Meadows
- 98. Southern California Edison Company
- 99. Standard Credit Group LLC
- 100. Sunamerica Life Insurance Company
- 101. TFS (Germany)
- 102. TFS (TX)
- 103. TFS Derivatives Corporation
- 104. TFS Derivatives Total
- 105. TFS Derivatives Total
- 106. TFS Oil
- 107. TFS Oil Floor
- 108. TFS PWR NG
- 109. TFS Sing
- 110. TFS UK
- 111. TFS UK Cleared
- 112. TFS-ICAP
- 113. Tobacco Settlement Financing Corporation
- 114. Tradition (North America) Inc.
- 115. Tradition Asiel Securities Inc.
- 116. Tradition Services S.A. DE C.V. Mex
- 117. Transamerica Financial Life Insurance Co
- 118. Transamerica Occidental Life Insurance Co
- 119. Tullett Prebon Holdings Corporation
- 120. University of Pittsburgh
- 121. Verde CDO Ltd.
- 122. Verde CDO, LLC
- 123. Wellmont Health System
- 124. West Corporation
- 125. Zeeland Aluminium Company AG

## **Principal Investments**

- 1. Castex Energy 2007, L.P.
- 2. Castex Energy, Inc.

3. Crimson Exploration Inc.
4. David Arrington Oil & Gas Barnett Shale IV, LLC
5. David Arrington Oil & Gas, Inc.
6. Delta Prefco Limited
7. Delta Topco Limited
8. DHS Drilling Company
9. DHS Holding Company
10. Energy XXI Gulf Coast, Inc.
11. FDR Holdings, Ltd.
12. Frontier Drilling ASA
13. Frontier Drilling USA, Inc.
14. Greenbrier Minerals Holdings, LLC
15. Greenbrier Minerals, LLC
16. Hilcorp Energy I, L.P.
17. Hilcorp Exploration Venture 1 LLC
18. Jazz Pharmaceuticals, Inc.
19. JPI Commercial, LLC
20. Latshaw Drilling & Exploration Company
21. Latshaw Drilling Company, LLC
22. Minrad International, Inc.
23. Mountain Drilling Company
24. Mountain Drilling LLC
25. Orthovita, Inc.
26. Petsec Energy Inc.
27. RJO Holdings Corp.
28. RJO Investor Corp.
29. Sacher Funding Ltd.
30. SCP Worldwide I L.P.
31. Sixth Gear Funding Trust
32. Sixth Gear Inc.
33. Sixth Gear Solutions Corp.
34. SkyPower Corp.
35. Varel Funding Corp.
36. Varel International Ind., L.P.

Name of Lehman Entity	Date	Service provided by CBRE	Relationship to Debtor
<b>Project Management</b>			
LB Corporate Real Estate	4/27/2007 - 8/22/2007	CBRE provided design, construction management and commissioning HVAC at 800 Brookside.	Debtor Affiliate
LBHI	10/2007 - 8/2008	CBRE provided comprehensive project management services and Management of all Vendors at 190 S. Lasalle Chicago, Illinois.	Debtor
LBHI	3/2006 - 12/2006	CBRE provided office fit-out for retail location - Boston, MA	Debtor
LBHI	3/2006 - 4/2008	CBRE provided office fit-out for retail location - Scottsbluff, NE	Debtor
LBHI	9/2007 - 3/2008	CBRE provided office fit-out for retail location - Boston, MA (125 High St.)	Debtor
LBHI	10/2007 - 11/2007	CBRE provided office fit-out for retail location -Boston, MA (Capital Xing).	Debtor
LBHI	12/2006 - 6/2007	CBRE provided office fit-out for retail location - Greenwich, CT	Debtor
LBHI	11/2006 - 8/2008	CBRE provided office fit-out for retail location - New York, NY (1271 Avenue of the Americas)	Debtor
LBHI	5/2007 - 9/2007	CBRE provided office fit-out for retail location - Alpharetta, GA	Debtor
LBHI	5/2007 - 9/2007	CBRE provided office fit-out for retail location - Horsham, PA	Debtor
LBHI	8/2007- 6/2008	CBRE provided office fit-out for retail location - Indianapolis, IN	Debtor
LBHI	4/2006 - 10/2006	CBRE provided strategic plan for office fit-out - New York, NY	Debtor
LBHI	4/2006 - 9/2006	CBRE provided office fit-out for retail location - Palm Beach, FL	Debtor
LBHI	9/2006 - 1/2007	CBRE provided office fit-out for retail location - Toronto, CA	Debtor
LBHI	11/2006 - 6/2007	CBRE provided office fit-out for retail location - Calgary, CA	Debtor
LBHI	5/2007 - 4/2008	CBRE provided office fit-out for retail location - St. Louis, MO	Debtor
LBHI	2/2007 - 7/2007	CBRE provided office fit-out for retail location - Littleton, CO	Debtor
Lehman Brothers Australian Holdings Pty Limited	09/2007 - 08/2008	CBRE provided project management services for Sydney Relocation Project	Debtor
LBHI	10/2007 - 8/2008	CBRE provided office fit-out for retail location - Chicago, IL	Debtor
LBHI	4/29/2009-present	CBRE provided services in connection with coordinating construction components regarding the reconfiguration of 1271 Avenue of the Americas, 46th Floor, New York, NY.	Debtor
<b>Asset Management</b>			
Lehman Brothers, Inc.	2/1/1996 - 2/28/1999	CBRE provided property management services at Metro Park Executive Center - FL	Debtor
Lehman Brothers, Inc.	1/1/2008 - Present	CBRE provided property management and leasing services at the Rosemont Building - OH	Debtor
Lehman Brothers, Inc.	6/20/2006 - 3/14/2008	CBRE provided facility management services at the Tire Plus Building - Pueblo, CO	Debtor
King Kalakaua Owners	11/1/2004-present	CBRE entered into exclusive management agreement and provided property management services to King Kalakaua Owners at King Kalakaua Plaza, 2080 Kalakaua Avenue, Honolulu, HI 96811.	Debtor Affiliate
<b>Valuation/Advisory</b>			
Lehman Brothers Bank, FSB	2007	CBRE provided Valuation and Advisory services	Debtor Affiliate

LBHI	2007	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers, Inc.	2007	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers/GA	2007	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers Bank, FSB	2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Lehman Brothers Inc.	2008	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers Commercial Paper	2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Lehman Brothers International (Europe)	6/15/2007	CBRE provided Valuation services on two assets (Bayreuth and Hamburg)	Debtor Affiliate
Eurohypo AG (on behalf of Buyer Entity (GP1 - GP8) c/o LBC Vesta Holdings S.a.r.l.)	Phase I: 10/2007 Sep-08	CBRE provided Valuation services of 28 commercial properties in Germany.	Debtor Affiliate
Lehman Brothers - TBD	10/2008 - 12/2008	CBRE provided market research for student housing facilities in Berlin, Dresden and Marburg	Debtor
Lehman Brothers UK RE Holdings Ltd. (on behalf of PwC London)	10/2008 - 11/2008	CBRE provided Valuation services of approximately 50 residential properties in Germany	Debtor Affiliate
Loosely related to Lehman Brothers	2008	2008: Dublin, Ireland - CBRE provided Valuation and Advisory services for an unrelated entity on one residential portfolio that was owned by Lehman Brothers. CBRE was not hired or paid by Lehman Brothers or an affiliated entity.	Unrelated to Debtor
Lehman Brothers International (Europe)	4/29/2008	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers Inc.	3/27/2008	CBRE provided Valuation and Advisory services	Debtor
Lehman Brothers International / Global Real Estate Group	9/4/2008	CBRE provided Valuation and Advisory services	Debtor
Mitco Resolution 1	3/31/2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Mitco Resolution SARL 1	3/31/2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Mitco Resolution SARL 2	3/31/2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Mitco Resolution SARL 3	3/31/2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Mitco Resolution SARL 4	3/31/2008	CBRE provided Valuation and Advisory services	Debtor Affiliate
Lehman Brothers Asia Limited	10/29/2007	Valuation for Fuhai Commercial Centre, Shanghai	Debtor
Lehman Brothers Asia Limited	3/28/2008	Valuation for Beijing Yingjia Centre	Debtor
Lehman Brothers Asia Holdings	2/26/2009	For work undertaken in respect of LBCM/Sunrise Portfolio Analysis	Debtor Liquidator
Lehman Brothers Real Estate	12/25/2007	CBRE offered analysis regarding the price of 3 buildings	Debtor Affiliate
Lehman Brothers Real Estate	2/12/2008	Consulting services	Debtor Affiliate
Lehman Brothers Real Estate	11/25/2008	Appraisal on 8 condominiums	Debtor Affiliate
Lehman Brothers Real Estate Japan Limited	7/24/2007	Valuation for Haewoondai grand Hotel in Busan for their internal Reference	Affiliate of the debtor
Lehman Brothers, Global Real Estate Group	3/4/2008	Valuation of URA Land Parcel at new Market Road/ Merchant Road	Debtor
<b>Brokerage</b>			
Lehman Brothers Inc.	3/5/2007	CBRE produced the successful sublease of space at 1100 Glendon Ave., Los Angeles, CA	Debtor
Lehman Brothers Inc.	11/13/2007	CBRE brokered sale disposition of Royal Oasis Casino, Freeport, NA	Debtor

Lehman Brothers Inc.	6/12/2008 CBRE brokered lease acquisition at 10880 Wilshire Blvd. Los Angeles, CA	Debtor
Lehman Brothers Inc.	6/1/2007 CBRE brokered lease disposition at 399 Park Avenue, New York, NY	Debtor
LBHI	4/23/2007 CBRE brokered lease acquisition at 1271 Avenue of the Americas, New York, NY	Debtor
LBHI	12/27/2007 CBRE brokered lease acquisition at 190 South LaSalle, Chicago, IL	Debtor
LBHI	3/18/2008 CBRE brokered sale disposition of 880 Eagleridge Blvd, Pueblo, CO	Debtor
LBHI	3/3/2008 CBRE brokered lease acquisition at 4700 W. Sam Houston Pkwy. Houston, TX	Debtor
LBHI	8/6/2007 CBRE brokered lease acquisition at 101 Hudson Street, Jersey City, NJ	Debtor
LBHI	1/2/2008 CBRE brokered lease acquisition at 1271 Avenue of the Americas, New York, NY	Debtor
Townsend Analytics LTD	5/21/2007 CBRE brokered lease acquisition at 780 Third Avenue, New York, NY	Debtor Affiliate
Lehman Brothers Asia Holdings Limited	9/1/2008 CBRE provided tenant representation services through September 1, 2009	Debtor
Lehman Brothers Commercial Corporation Asia Limited	8/29/2008 Advisory services in leasing of premises	Debtor
Lehman Brothers Commercial Corporation Asia Limited	4/7/2008 Advisory services in leasing of premises	Debtor
Lehman Brothers Commercial Corporation Asia Limited	1/3/2008 Leasing Brokerage services	Debtor
Lehman Brothers Commercial Corporation Asia Limited	3/2/2007 Leasing Brokerage services	Debtor
Lehman Brothers Commercial Corporation Asia Limited	2/28/2007 Leasing Brokerage services	Debtor
Lehman Brothers Japan Inc.	4/25/2007 Leasing Brokerage services - Roppongi Hills Mori Tower	Debtor Affiliate
Lehman Brothers Japan Inc.	6/4/2007 Leasing Brokerage services - Sumitomo Fudosan Mita Twin West Tower	Debtor Affiliate
Lehman Brothers Japan Inc.	12/20/2007 Sublease Management services - Level One Capital Ltd	Debtor Affiliate
Lehman Brothers Japan Inc.	12/20/2007 Sublease Management services - JDP Asset Management	Debtor Affiliate
Lehman Brothers Japan Inc.	12/20/2007 Sublease Management services - Elliott Advisors Asia Limited	Debtor Affiliate
Lehman Brothers Japan Inc.	12/20/2007 Sublease Management services - Highbridge Capital Hong Kong Limited	Debtor Affiliate
Lehman Brothers Japan Inc.	1/10/2008 Sublease Management services - Elliott Advisors Asia Limited	Debtor Affiliate
Lehman Brothers Japan Inc.	2/29/2008 Sublease Management services - Venture Safe Net	Debtor Affiliate
Lehman Brothers Japan Inc.	2/29/2008 Sublease Management services - King Street Japan Y.K.	Debtor Affiliate
Lehman Brothers Finance Japan Inc.	2/25/2009 Sublease Management services - Trustees Advisory Co Ltd	Debtor Affiliate
Lehman Brothers Finance Japan Inc.	2/25/2009 Sublease Management services - Tozai Capital Limited	Debtor Affiliate
Lehman Brothers Finance Japan Inc.	2/25/2009 Sublease Management services - Aegif Corporation	Debtor Affiliate

Aurora Loan services, Inc.	1/16/2007 CBRE represented Copenbarger & Copenbarger in their acquisition of 7,321 SF of Aurora Loan services space at 18200 Von Karman Ave., Irvine, CA	Debtor Affiliate	
US Bank National Association as trustee of the Lehman Brothers Small Balance Commercial Mortgage Pass Through Certificate	12/1/2008 CBRE brokered the sale of 1515 30th St. Sacramento, CA	Debtor Affiliate	
Ivanhoe Cambridge	4/21/2008 Buyer Representation - Russia	Debtor Affiliate	
Lehman Brothers Limited	5/15/2008 Lease Disposal - West End, London	Debtor	
Lehman Brothers	12/27/2007 Exclusive Tenant Representation - Russia	Debtor	
Lehman Brothers Limited	7/22/2008 CBRE provided Tenant Advisory services - London	Debtor	
LB 2080 Kalakaua Owners LLC	CBRE represents LB 2080 Kalakaua Owners LLC as their exclusive listing agent to dispose by sale the King Kalakaua Plaza at 2080 Kalakaua Avenue in Honolulu County, Hawaii.	Debtor Affiliate	
LB Hercules Holdings, LLC	Not yet executed CBRE will represent LB Hercules Holdings as their exclusive listing agent for 11 River Street, Hoboken, New Jersey. Term intended to end 11/30/2009.	Non-Debtor Affiliate	
Heart of La Defense	7/28/2008 CBRE represents Heart of La Defense as their co-exclsuive listing agent for Coeur Defense in Paris, France.	Non-Debtor Affiliate	
Aurora Bank	Not yet executed CBRE will represent Aurora Bank as their exclusive listing agent for 230 Park Avenue, Florham Park, New Jersey. Term intended to end 6/30/2010.	Non-Debtor Affiliate	
<b>Loan Sales and Placement</b>			
LBHI	1/1/2007	CBRE Debt and Equity Finance I Melody closed 26 transactions, placing loans with an aggregate value of \$628,490,000 where Lehman Brothers Holding Inc. acted as the Lender.	Debtor
LBHI	1/1/2007	CBRE provided strategic consulting regarding Capital Markets	Debtor
PAMI Statler Arms	Q1 2007	CBRE Represented PAMI Statler Arms LLC. in the sale of the Statler Arms Apartments - 1127 Euclid Avenue, Cleveland, Ohio. CBRE marketed the portfolio for sale, including the solicitation of bids. A potential buyer sued PAMI Statler Arms LLC, but CBRE was not a party to the suit.	Debtor Affiliate
<b>Loan Servicing</b>			
LBHI and Lehman Brothers Bank, FSB	1/1/2007	CBRE Debt and Equity Finance I Melody has serviced 8 loans on behalf of LBHI/FSB with an approximate value of \$151 Million. Most loans serviced for LBHI/FSB were securitized within 12 months of origination at which point CBRE's servicing contract was terminated and CBRE entered into a new contract with the respective Master Servicer for the loan.	Debtor and Debtor Affiliate
LBHI and Lehman Brothers Bank, FSB	1/1/1999 - present	CBRE Debt and Equity Finance I Melody has serviced 137 loans on behalf of LBHI/FSB with an approximate value of \$856 Million.	Debtor and Debtor Affiliate
LBHI and Lehman Brothers Bank, FSB	Current	CBRE continues to service one loan on behalf of LBHI/FSB, which was originated in 1999 but never securitized.	Debtor and Debtor Affiliate
Atemi	1/21/2008	CBRE Provided loan servicing - United Kingdom.	Debtor Affiliate
Atemi	10/6/2008	CBRE Provided loan servicing - United Kingdom.	Debtor Affiliate

EuroTitrisation	1/23/2009 CBRE Provided loan servicing - United Kingdom.	Debtor Affiliate
EuroTitrisation	1/23/2009 CBRE Provided loan servicing - United Kingdom.	Debtor Affiliate
<b>Strategic Consulting/ Building Consulting</b>		
LBHI	4/1/2008 CBRE created a market study on potential residential development for a partnership between Lehman Brothers and Suncal Companies.	Debtor
Lehman Brothers Asia Holdings Limited	6/30/2007 CBRE provided consultancy for data center acquisition at 400 Harris Street, Ultimo.	Debtor
Lehman Brothers Australia Limited	7/31/2007 CBRE provides Advisory and Transaction management services performed for lease acquisition at Levels 23-25 Farrer Place, Sydney.	Debtor
LB Hyderabad Investment I LLC	1/31/2009 Submission of Draft Report	Debtor Affiliate
LB Hyderabad Investment I LLC	1/31/2009 Submission of Final Report	Debtor Affiliate
Lehman Brothers Limited	5/29/2008 CBRE provided lease advisory services - London	Debtor
Heron Quays Property Limited	6/27/2008 CBRE provided lease advisory services - London	Debtor Affiliate
Lehman Brothers Europe Limited	7/7/2008 CBRE provided lease advisory services - London	Debtor
<b>Corporate Advisory/Rating &amp; Taxation</b>		
Lehman Brothers Limited	5/30/2008 CBRE Global Corporate Service Team provides advisory services.	Debtor
Lehman Brothers Limited	9/19/2008 CBRE Global Corporate Service Team provides advisory services.	Debtor
Lehman Brothers Limited	1/29/2008 CBRE Global Corporate Service Team provides advisory services.	Debtor
Lehman Brothers Limited	2/11/2008 CBRE Global Corporate Service Team provides Rating and Taxation services.	Debtor
Lehman Brothers Limited	6/16/2008 CBRE Global Corporate Service Team provides Rating and Taxation services.	Debtor
Lehman Brothers Limited	6/16/2008 CBRE Global Corporate Service Team provides Rating and Taxation services.	Debtor
Lehman Brothers Limited	8/18/2008 CBRE Global Corporate Service Team provides Rating and Taxation services.	Debtor
Lehman Brothers Limited	7/10/2008 CBRE Global Corporate Service Team provides Rating and Taxation services.	Debtor
Lehman Brothers Limited	4/18/2008 CBRE Global Corporate Service Team provided building due diligence services including dilapidation assessments	Debtor
Lehman Brothers International	2/27/2008 CBRE Global Corporate Service Team provided building due diligence services including dilapidation assessments	Debtor

**CBRE Services and Lehman Creditors for Whom CBRE Provided Services**

**CBRE Services**

Arbitration Services  
Asset Services  
Brokerage Services  
Capital Markets - Debt and Equity Financing  
Capital Markets - Loan Sales  
Capital Markets - Loan Servicing  
Capital Markets - Investment Properties Institutional Group  
Capital Markets - Private Client Services  
Corporate Advisory  
Cost Segregation  
Expert Witness Services  
Facilities Management  
Healthcare Services  
Industrial Services  
Labor Analytics  
Project Management/Construction Management  
Rating and Taxation Services  
Restructuring Services  
Retail Services  
Sale/Leaseback  
Strategic Consulting  
Transaction Management and Lease Administration  
Valuation and Advisory Services  
Workplace/Workforce Strategies

**Lehman Creditors for Whom CBRE Provided Services**

4Kids Entertainment, Inc.  
Aberdeen Asset Management Inc.  
Abm Industries, Inc.  
ABN AMRO Rothschild  
AboveNet Communications Inc.  
Accenture LLP  
Account Temps  
Aetna Life Insurance Company  
AEW Capital Management, LP  
Agribank  
AIG / Sun America / American General  
AIG CDS, Inc.  
AIG Financial Products Corp.  
AIG Global Investment Corporation  
Akerman Senterfitt  
Akin Gump Strauss Hauer & Feld LLP

Aliant Bank  
Allen & Overy LLP  
Allen Matkins Leck Gamble Mallory and Natsis  
Alliance Bernstein  
Allianz Global Investors AG  
Allianz of America  
Allstate Insurance Co.  
Alvarez & Marsal North America. LLC  
Ameren et al.  
America  
American Center  
American Express  
American National Insurance Company  
Andrews & Kurth LLP  
Aon Consulting  
Aozora Bank, Ltd.  
Asurion Corporation  
AT&T  
AT&T Incorporated  
AT&T Services Inc.  
Avaya Inc.  
Avista Corp.  
AXA  
AXA Equitable Life Insurance Company  
Baker & McKenzie LLP  
Ballard Spahr Anders & Ingersoll, LLP  
Bank of America Mellon  
Bank of America N.A.  
Bank of America Plaza  
Bank of America Plaza STE 3500 1041. Bank of Taiwan, New York Agency  
Bank of China  
Bank of China, New York Branch  
Bank Of Montreal  
Bank of New York Mellon  
Bank of Nova Scotia  
Bank of Taiwan  
Barclays Capital  
Barclays Capital, Inc.  
Bay Harbour Management LC  
Bayview Financial, L.P.  
Benesch, Fiedlander, Coplan & Arnoff LLP  
Blackrock Advisors  
Blackrock Financial Management  
Blackrock, S.A. LP - Executive Suites  
Bloomberg L.P.  
BNC Mortgage  
BP North America  
Brand Law Group, PC  
Brandywine Office Investments LLC  
Brandywine Operating Partnership LP  
Brandywine Wisconsin Avenue, LLC c/o Brandywine Re  
Bremer Financial Corporation

Brokerage Gordon Property - Refer to AS  
Brookfield Financial Properties  
Brownstein Hyatt Farber Schreck, LLP  
Business Objects Americas  
Cadwalader, Wickersham & Taft LLP  
Cadwalader, Wickersham and Taft  
Calyon  
Calyon Securities  
Canadian Imperial Bank  
Cap Gemini Financial Services USA, Inc  
Capital Guardian Trust Company  
Carolina First Bank  
CB Richard Ellis Client Account RE Gloa  
CB Richard Ellis, Inc.  
CDW VWC, LLC  
Charter Mac Capital Solutions  
Chevron U.S.A. Inc.  
Chicago Board Options Exchange, Incorporated  
Chicago Mercantile Exchange  
Christian Meissner  
Cisco Systems Capital Corporation/Cisco Systems Inc./Cisco  
Citibank (Non-Conduit)  
Citigroup Global Markets Realty Corp.  
Citigroup, Inc.  
City National Bank  
Clearwater Capital Partners  
Clifford Chance US LLP  
CMD ST Financial Center  
Cognizant Technology Solutions  
Colorado Housing and Finance Authority  
Commerzbank A.G.  
Commerzbank A.G. (New York and Grand Cayman Branches)  
Commodity Futures Trading Commission (LBI, NB LLC)  
Con Edison  
Continental Airlines, Inc.  
Continental Casualty Company  
Corporate Park Associates  
CorrectNet, Inc.  
County of Monterey (CA)  
County of San Mateo (CA)  
Credit Suisse  
Currenex  
Curtis, Mallet-Prevost, Colt & Mosle LLP  
Cushman & Wakefield Inc.  
Cyrus Capital Partners, L.P.  
D.E. Shaw Composite Portfolios, LLC  
D.E. Shaw Oculus Portfolios, LLC  
Dallas County  
Davies Ward Phillips & Vineberg  
Davis Polk & Wardwell  
DBSI DT South Trust  
DBSI Housing, Inc.

DBSI Lincoln Park 10 Lease CO LLC  
DBSI Master Leaseco, Inc.  
DBSI Phoenix Peak Leasco, LLC  
DBSI Phoenix Peak, LLC  
DBSI REAL ESTATE - All entities  
DBSI-Discovery Real Estate Services LLC  
Dechert LLP  
Deere & Company  
Deloitte & Touch USA LLP  
Deutsche Bank Securities Inc.  
Deutsche Bank AG  
Deutsche Bank AG Maryland  
Deutsche Bank AG, New York Branch  
Deutsche Bank National Trust Company  
Deutsche Bank Securities, Inc  
Deutsche Bank Securities, Inc.  
Deutsche Bank Trust Company Americas  
Deutsche Borsche AG  
Dexia Local  
Dexia Luxemburg  
Dimension Data North America, Inc.  
Direct Energy LLC  
Diversified Global Graphics Group DG3  
DLA Piper  
Dominion  
Dorsey & Whitney LLP  
Dresdner Kleinwort Group Goldings LLC  
Dubai International Capital LLC  
Duff and Phelps  
Dun & Bradstreet  
Eaton Corporation  
Elliott Associates, L.P.  
EMC Corporation  
Emigrant Bank  
Enterprise Solution Providers Inc.  
Ernst & Young, LLP  
Essex Equity Holdings USA, LLC  
Etihad Airways  
Evergreen, Et. Al  
EXL Service  
Factiva, Inc.  
Fannie Mae  
Federal Deposit Insurance Corporation (LB Bank, LB Commercial Bank)  
Federal Express Corporation  
Federal Home Loan Mortgage Corp  
Federal Reserve Bank of New York  
Financial Solutions Partners, LLC  
First Commercial Bank Co., Ltd, New York Agency  
Florida Power & Light Company  
Four Point Star Operating Company, L.P.  
Franklin Templeton Companies, LLC  
Fred Hutchinson Cancer Research Center

Freshfields Bruckhaus Deringer  
Fried Frank  
Friedman, Billings, Ramsey & Group, Inc.  
Friedman, Billings, Ramsey Group, Inc.  
FTI Consulting Inc.  
Fulbright & Jaworski L.L.P.  
Fulton Bank  
Gartner, Inc.  
GE Capital Information Technology  
GE Corporate Financial Services, Inc.  
General Electric Capital Corp  
Gensler Architecture, Design And Planning, P.C.  
Georgetown University  
Gibson, Dunn & Crutcher LLP  
GL Trade  
GLG Partners LP  
GMAC LLC  
GMAC Residential Capital  
Godiva Chocolatier, Inc.  
Goldman Sachs & Co.  
GRE Glendale, LLC  
Green Tree Servicing LLC  
Guardian Life Insurance Company of America  
Guggenheim Concourse L.P.  
Harbinger Capital Partners  
Harris County  
Heller Ehrman LLP  
Hewlett Packard AP (Hong Kong) Limited  
Hilliard Farber & Co. Inc.  
Hogan & Hartson  
Houlihan Lokey Howard & Zukin Capital, Inc.  
HQ Global Workplace, LLC  
HQ Global/Regus  
HSBC Bank USA National Association  
Hughes Hubbard  
Hunter Financial Group, LLC  
Hunton & Williams LLP  
IBM  
IBM Corporation  
ICAP North America Inc.  
Ikon Office Solutions  
ING  
ING bank, FSB  
ING Capital - Non Life (Equity)  
ING Clarion  
ING Clarion Partners/Chicago  
ING Direct  
ING Direct, FSB  
ING Investment LLC  
ING Investment Management  
ING Life Insurance & Annuity Company  
ING Real Estate Developments US

ING Real Estate Finance  
ING Real Estate Finance, (USA) LLC  
ING Realty Partners  
ING USA Annuity & Life Insurance Company  
Intel Corporation  
Interactive Data Corporation  
Intercall Inc.  
Internal Revenue Service  
Interstate Gas  
IntraLinks Inc.  
Investcorp, Et. Al.  
IPC Information Systems Inc.  
Iron Mountain Information Management  
J P Morgan Chase Bank, N.A.  
JA Solar Holdings Co., LTD.  
Jackson National Life Insurance Co.  
Jarden Corporation  
JBC Funds Triangle Plaza LLC  
Jeffer, Mangels, Butler & Marmaro  
Jenner and Block LLP  
John Hancock  
John Hancock Financial Services  
John Hancock Funds, LLC  
John Hancock Investment Management Services  
John Hancock Life Insurance Co.  
John Hancock Life Insurance Company  
Jones Day  
JP Morgan Chase Bank  
JP Morgan Chase Bank, N.A.  
JP Morgan Investment Management  
Keane Inc.  
King Street Capital Management, L.L.C.  
Korea Investment & Securities Co., LTD  
KPMG LLP  
Kraft Foods Inc.  
Landamerica Financial Group, Inc.  
Latham & Watkins LLP  
Lazard Freres & Co.  
Level 3 Communications, LLC  
Lexis Nexis  
Liberty Property Limited Partnership  
Liberty Property Trust LTD  
Lloyds Bank  
M. Arthur Gensler Jr and Assoc, Inc.  
Mack Cali Campus Realty L.L.C.  
Mack Cali Realty Corporation  
Mack-Cali Realty LP  
Marshall & Ilsley Trust Company, N.A.  
McKenna Long & Aldridge LLP  
Mercer Marsh & McLennan Companies  
Merrill Lynch  
Metavante Corporation

MetLife  
MetLife Insurance Company  
Metlife Properties Ventures, LLC  
MetLife Real Estate Investments  
Metropolitan Life  
Metropolitan Life Ins. Co. c/o Cushman & Wakefield  
Metropolitan Life Insurance Company  
Metropolitan Transit Authority  
Metropolitan West Capital Management  
Microsoft  
Microsoft 5005W  
Microsoft Corporation  
Microsoft Licensing  
Milbank, Tweed, Hadley & McCloy LLP  
Millennium De Investimentos Imobiliarios LTDA  
Millennium Developers PVT LTD  
Miller Canfield Paddock Stone  
Mirant Corporation  
Mitsui Company  
Mizuho Corporate Bank  
Monument Realty LLC  
Moody's Investors Service  
Morgan Stanley & Co. Incorporated  
Morrison & Foerster LLP  
Mountain Towers Properties, LLC  
National Australia Bank Limited  
National Bank of Australia  
National Bank of Canada  
National Commerce bank  
National Futures Association (non-governmental)  
Natixis Entities  
Natl Australia Bank Limited  
ND Properties/TIAA-CREF  
Neuberger Berman Advisers Management Trust for Lehman Brothers High Income Bond  
New South Federal Savings Bank  
New Tower Trust Company Multi-Employer Property Trust  
New York Life Insurance Co.  
New York Life Inv. Mgmt LLC  
New York Life Investment Management  
New York Life Investment Management - Walnut Creek  
New York Life Investment Management LLC  
New York Life Investment Management LLC - Plano  
New York Life Investment Management Real Estate  
New York Life Investment Management, LLC  
New York Stock Exchange (non-governmental)  
NewTower Trust Company  
Nomura Holding America Inc.  
Nomura Holdings Inc.  
Normandy Real Estate Partners  
Northrop  
Northrop Grumman  
Northwest Mutual Life Insurance Company

NY State Department Of Taxation and Finance  
Och-Ziff  
Office of Thrift Supervision  
Oppenheimer Funds Inc.  
Oversea-Chinese Banking Corp. Ltd.  
Overstock.com  
Pacific Gas & Electric Company (PG&E)  
Pacific Life Insurance Company  
Paul, Hastings, Janofsky & Walker LLP  
Pentwater Capital Management, LP  
Piper Jaffray and Co.  
PJM Interconnection, L.L.C.\  
Pricewaterhouse Coopers, LLP  
PricewaterhouseCoopers  
Principal - San Diego  
Principal Commercial Acceptance  
Principal Enterprise Capital I (PECI)  
Principal Life Insurance Company  
Principal Real Estate Investors, LLC  
Principal Real Estate Investors, LLC - Las Colinas  
Prudential Financial Inc.  
Prudential Insurance Company of America  
Quinn Emanuel Urquhart Oliver & Hedges, LLP  
Quinn Emanuel Urquhart Oliver and Hedges LLP  
R3  
Realty Associates Fund VIII, L.P., The  
Regions Bank  
Regus HQ Global Workplaces, LLC  
Reliant Energy Power Supply, LLC  
ReliaStar Life Insurance Company  
ReliaStar Life Insurance Company of New York  
Residential Funding Company LLC  
Reuters America  
Riversource Life Insurance Company of New York  
Rockefeller Center North, Inc.  
Rockefeller Group Development Corporation  
Royal Bank of Scotland  
RR Donnelley & Sons  
San Diego - Frazee, LLC  
Schulte, Roth, & Zabel LLP  
SCP Worldwide, LLC  
Sempra Energy Solutions  
Sidley Austin Brown & Wood  
Sidley Austin LLP  
Silver Point Capital, L.P.  
Silver Point Finance, LLC  
Simpson Thacher & Bartlett LLP  
Skadden, Arps, Slate, Measgher & Flom LLP  
Snell & Wilmer  
Societe Generale  
Sonnenschein Nath & Rosenthal  
Southern California Edison Company

SP4 190 S. LaSalle, L.P.  
Sprint Nextel Corp  
Squire, Sanders & Dempsey L.L.P.,  
Stamford Associates L.P.  
State Street Associates  
State Street Bank  
State Street Bank  
State Street Bank and Trust Company  
Stillwater Development, LLC  
Stroock, Stroock & Lavan  
Structure Tone Inc.  
SuccessFactors Inc.  
Sumitomo Mitsui Banking Corp  
Sun Life Assurance Company and 1331430 Ontario Inc  
Sun Life Assurance Company of Canada  
Sun Trust Banks, Inc.  
Sunamerica Life Insurance Company  
SunGard Availability Services LP  
Sungard Systems International, Inc  
Svenska Handelsbanken AB  
Taipei Fubon Commercial Bank Co.  
Tata American International  
Tata Consultancy Services LTD  
Teachers Ins. & Annuity Association  
Teachers Insurance & Annuity Association of America  
Telecom Italia Capital S.A.  
Tempe Fountainhead Corporate, LLC  
Texas Tower Limited C/O Hines  
TFS (TX)  
Thacher Proffitt & Wood LLP  
The Bank of New York  
The Bank of Nova Scotia  
The Bank of NY Mellon  
The Bank Of Tokyo-Mitsubishi UFJ, Ltd  
The Commonwealth of Pennsylvania  
THE GUARDIAN LIFE INSURANCE COMPANY  
The Hess Corporation  
The Irvine Company LLC  
The Northwestern Mutual Life Insurance Company  
The Realty Associates Fund VIII, L.P.  
The Royal Bank of Scotland, PLC  
The Vanguard Group  
The Vanguard Group, Inc.  
The Vanguard Group, Inc.  
The Walt Disney Company / Disney  
Thomson Reuters Plc & Thomson Reuters Corp.  
Thrivent Financial For Lutherans  
TIAA  
Time Warner  
Tishman Speyer Properties, L.P.  
Tompkins, McGuire, Wachenfeld & Barry LLP  
Toronto-Dominion Bank

Transamerica Financial Life Insurance Co.  
TransCanada Pipelines Limited  
Travelers National Accounts  
Trimont Real Estate Advisors, Inc.  
Triple Net Properties, LLC  
Troutman Sanders LLP  
Tuxedo Reserve Owner LLC  
UBS  
UBS Financial Services  
UBS Financial Services of Puerto Rico  
UBS International Inc.  
UBS Investment Bank  
UBS Securities LLC  
Union Bank Of California, N.A.  
United Parcel Services, Inc. / UPS  
United States – Indices  
US Bank National Association  
Verizon Communications Inc.  
Vollers Excavating & Construction, Inc  
Wachovia Bank  
Wachovia Securities Ltd.  
Washington Mutual Bank  
Washington Mutual, Inc.  
Wells Fargo & Co.  
Wells Fargo Bank, NA  
West Corporation  
Western Asset Management Company  
WestLB AG, New York Branch  
Wexford Capital LLC  
White & Case  
Willkie Farr & Gallagher  
Wilmington Trust Company  
Windels Marx Lane & Mittendorf, LLP  
WSG Development Co.  
York Capital Management  
YP KPMG CENTRE LP  
ZURICH AMERICAN INSURANCE CO.

**EXHIBIT 2**  
**(The Agreement)**

**REAL ESTATE SERVICES AGREEMENT**

THIS REAL ESTATE SERVICES AGREEMENT (this “Agreement”) is made as of the 15 day of June, 2009, between LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation (“Client”), and CB RICHARD ELLIS, INC., a Delaware corporation (“Broker”). *July*

**RECITALS**

A. Client is (i) subtenant under that certain Sublease dated as of April 5, 2007, as amended by Amendment of Sublease dated as of April 5, 2007 and Amendment of Sublease dated as of December 27, 2007 (as amended, the “Lease”), between Historic TW Inc., as sublandlord, and Client, as subtenant and (ii) tenant under that certain Lease dated as of April 5, 2007 (the “Direct Lease”, and together with the Lease, the “Leases”), between Rockefeller Center North, Inc., as landlord, and Client, as tenant, each with respect to certain space leased to Client (the “Premises”) in the building commonly known as 1271 Avenue of the Americas, New York, New York (the “Property”).

B. Client, subject to and in accordance with the term and conditions of this Agreement, desires to retain Broker to perform the services delineated herein.

C. Broker desires to perform such services subject to and in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

**ARTICLE 1**  
*Interpretation*

1.1. Interpretation.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

(b) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by one party, it being recognized that both Client and Broker have contributed substantially and materially to the preparation of this Agreement.

(c) As used in this Agreement, “Affiliate” means any or all of Client’s designees and assigns and any entity controlling, controlled by, or under common control with Client.

**ARTICLE 2**  
*Scope of Agreement*

Subject to the terms of this Agreement, Client hereby appoints Broker as Client’s exclusive real estate broker, agent and real estate services provider in connection with the transactions made subject to this Agreement, and grants to Broker the exclusive right to represent Client in connection with such transactions. Broker accepts such appointment.

**ARTICLE 3**  
*Services, Compensation and Reimbursement*

3.1. Intentionally Omitted

3.2. Services and Compensation. Client agrees to hire Broker as Client's exclusive broker, during the term of this Agreement, in connection with Client's acquisition (including by renegotiation or amendment at its current location (s)) whether by lease, sublease, assignment, purchase or otherwise, of approximately 150,000 square feet of leased rental space for general office use by Client in New York City (each, an "Acquisition", collectively, the "Acquisitions"). Broker agrees to provide the services (the "Services") set forth on Exhibit A attached hereto and incorporated herein by reference, in connection with Acquisitions during the term of this Agreement. Any such Acquisition shall be on such other terms and conditions as may be agreed upon by Client in its sole discretion. In the event that Client enters into any Acquisition, then Client agrees that Broker shall earn a commission for the Acquisition, and the obligation to pay Broker such commission shall initially be the responsibility of the landlord in such leasing transaction or another third party, and except as otherwise set forth herein, neither the Client or any of its Affiliates shall have any obligation or liability for the payment of all or any portion of such commission or any other expenses or charges of the Broker in connection with an Acquisition. If, in connection with an Acquisition at a location that Client occupies as of the date hereof or a renewal of a lease at, or expansion of the leased premises at such a location that the Client occupies in New York City as of the date hereof (a "Future Event"), the landlord or other third party does not pay Broker in whole or in part for its work on such Acquisition or Future Event, Client shall pay Broker the difference between (i) one-hundred percent of the commission amount set forth on Exhibit B (a "Full Commission") and (ii) the amount so paid. The payment of the commission in connection with such Acquisition shall be made upon the full execution and delivery of transaction documentation and the payment of the commission in connection with any Future Event shall be made upon the exercise of such Future Event,

3.3. Broker Acknowledgments. Broker acknowledges and agrees that:

(a) Except as otherwise expressly provided in Section 3.2, Client shall have no liability for, and in no event shall Broker seek to collect from Client any commission or other amount in connection with any Services, and provided that Client has paid all sums due and owing to Broker by Client in accordance with the provisions in this Agreement, Broker shall indemnify, defend and hold Client and its Affiliates harmless against all loss, suits, claims, costs, damages, judgments, and liabilities (including, without limitation, reasonable attorneys' fees and court costs) arising out of any such claims for a brokerage commission or other compensation in connection with only those Acquisitions on which Client has paid Broker some or all of its commission therefor (and then only to the extent of such payment) made (x) by or through any broker who claims to have dealt with Broker or (y) by any agent, representative or employee of Broker for payment of any commission or other amount; provided, however, that Broker liability under this Section 3.3(a) shall be limited to the amount paid to Broker by Client for the work of the Broker Team (as hereinafter defined) in the Transaction giving rise to the claim in accordance with the provisions of this Agreement.

(b) Notwithstanding anything to the contrary, express or implied, in this Agreement, Client, with or without cause and without liability to Broker, may withdraw from any transaction for which Broker has agreed to perform or has performed Services, at any time.

(c) Client shall have no obligation to reimburse Broker for any expenses incurred by Broker in connection with the performance of the Services hereunder, unless otherwise agreed to by Client in its sole and absolute discretion.

(d) No commission shall be due or payable hereunder unless and until the a leasing transaction is consummated, in each event (i) in accordance with the provisions of Section 3.2, and (ii) as approved by the Bankruptcy Court (as defined below in Section 11).

3.4. No Authority to Bind Client. Except as expressly authorized in writing by Client, Broker shall not have the authority to, and shall not, (a) incur any liability on behalf of Client or any of its Affiliates, (b) accept any offer or proposal or enter into any lease, sublease, license, contract, commitment or any other agreement (of whatever kind or nature, express or implied) on behalf of Client or any of its Affiliates, (c) make any representations or warranties (express or implied) on behalf of Client or any of its Affiliates, or (d) otherwise bind, or attempt to bind, Client or any of its Affiliates in any manner whatsoever, and Broker shall not hold itself out as having the authority to do any of the foregoing. Broker agrees and acknowledges that nothing in this Agreement has given Broker any such authority.

**ARTICLE 4**  
***Broker Agreements and Representations Regarding Broker Team***

Broker shall perform the Services through qualified Broker professionals in sufficient number to properly render the Services in the manner required by this Agreement. Michael Geoghegan (the “Key Person”) shall serve as the account executive hereunder and shall be responsible for coordinating, directing and overseeing the Broker Team’s (as hereinafter defined) overall performance of the Services hereunder. The Key Person shall serve as Client’s point of contact for the Services. Broker covenants that (i) the Key Person shall personally devote sufficient time and effort to carry out completely and efficiently the obligations of Broker hereunder, and (ii) Broker shall provide through its own forces all labor and materials necessary to complete the Services. Broker acknowledges and agrees that the Key Person’s reputation and expertise were a material inducement to Client to enter into this Agreement. Accordingly, if the Key Person leaves the employ of or contractual arrangement with Broker, (a) Broker shall deliver notice of the same to Client (a “Key Person Notice”) within ten (10) days thereof, (b) Broker shall have the right to replace the Key Person with someone of equivalent experience and seniority, subject to Client’s approval and (c) if Client has approved the substitute Key Person and thereafter does not find the substitute Key Person acceptable after a thirty (30) day trial period, Client, in its sole and absolute discretion, may terminate this Agreement upon written notice to Broker and, upon the delivery of such notice to Broker, this Agreement shall terminate and neither Client nor Broker shall have any further obligations to, or rights against, the other (except for such rights and obligations as are expressly stated herein to survive the expiration or earlier termination of this Agreement). Prior to the Termination Date (as defined in Section 7.1) and subject to Section 9.1(b) below, Broker covenants and agrees that the Broker Team shall not directly participate in the representation of any other person or entity in connection with negotiations for an Acquisition. In addition to the Key Person, Broker shall furnish competent senior staff (the Key Person and together with such additional staff, the “Broker Team”) for the effective performance, administration, coordination and management of the Services. Subject to the foregoing provisions of this Article 4 regarding the Key Person, upon Broker’s receipt of a written notice from Client indicating that a member of the Broker Team has performed unsatisfactory work and requesting replacement of such member, Broker shall promptly comply with such request and promptly furnish a competent replacement for such member reasonably acceptable to Client as evidenced by written notice from Client that such replacement is acceptable. No member of the Broker Team assigned to provide any Services shall be removed from such assignment without the written approval of Client, which approval shall not be unreasonably withheld or delayed. No member of the Broker Team once removed may represent any counterparty in any transaction subject to this Agreement.

**ARTICLE 5**  
***Standards and Review***

5.1. Standard of Performance. Broker shall use effort, skills, judgment, knowledge, ideas, experience and abilities at a level at least as high as that used by other first-class real estate brokerage firms providing similar services to clients seeking to lease multiple floors in first-class midtown Manhattan office buildings and shall follow the highest professional and ethical standards in performing the Services in a prompt, discrete, economical and efficient manner consistent with Client’s interests.

5.2. Joint Review. Client and Broker shall develop mutually acceptable processes which encourage feedback, performance evaluation and continuous process improvements, including at a minimum a monthly joint review on the performance of the Services. In addition, Broker shall establish, in concert with Client’s employees and officers designated by Client, required reporting procedures and a communications and information dissemination flow process to keep Client’s management up to date and informed on the progress of the Services.

**ARTICLE 6**  
***Indemnification***

6.1. Broker shall indemnify, defend and hold Client and its Affiliates harmless against all losses, charges, suits, claims, costs, damages, demands, expenses, judgments, liabilities and liens (including, without limitation, reasonable attorneys’ fees or other compensation) (collectively, “Claims”) arising out of Broker’s gross negligence or willful misconduct. Wherever in this Agreement it is agreed that Client or its Affiliates are to be indemnified, it is hereby agreed that Broker may defend such claims using counsel selected by Client subject to

Broker's prior approval. Broker shall not compromise or settle any such indemnified claim without Client's prior approval, which approval shall not be unreasonably withheld.

6.2. The provisions of this Article 6 and the provisions of Sections 3.3, 7.2 and Article 12 shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 7** *Termination, Obligations and Final Accounting*

7.1. Term Subject to the provisions of Section 11 hereof, the term of this Agreement shall be deemed to have commenced on September 19, 2008 (the "Effective Date"), and shall expire on February 1, 2010. Thereafter, this Agreement shall continue on a monthly basis unless and until terminated by either party upon thirty (30) days' prior written notice, provided, however, that during the initial one (1) year term of this Agreement or any month to month renewal period thereafter, (a) either party shall have the right to immediately terminate this Agreement upon thirty (30) days' notice if there should occur a material default by the other party with respect to any of its obligations hereunder and such breaching party fails to cure such breach within said thirty (30) day period, and (b) Client shall have the right to terminate this Agreement for any reason or no reason by giving Broker not less than fifteen (15) days' prior written notice; and provided, further, in no event shall the term of this Agreement be extended beyond the second (2<sup>nd</sup>) anniversary hereof. Upon the termination of this Agreement pursuant to this Section 7.1, neither Client nor Broker shall have any further obligations to, or rights against, the other (except for such rights and obligations as are expressly stated to survive the expiration or earlier termination of this Agreement). The date on which this Agreement shall expire or be otherwise terminated is referred to herein as the "Termination Date".

7.2. Post-Termination Obligations. Within fifteen (15) days after the expiration or termination of this Agreement, Broker shall deliver to Client a list (the "Pending List") of all pending, incomplete or proposed transactions submitted to Client prior to the Termination Date that are then under active negotiation or consideration or were under active negotiation or consideration at any time during the term of this Agreement, together with a detailed description of the status of each pending transaction. Client shall have the right to dispute Broker's inclusion of any transaction on the Pending List and any alleged introductions made by Broker and, in such event, if Client and Broker are unable to resolve any such dispute within fourteen (14) days, the issue as to whether a transaction or an alleged introduction was correctly on the Pending List shall be resolved in accordance with the procedures established by the Bankruptcy Court with respect to such disputes in the Bankruptcy Case. If a transaction identified on the Pending List is actively and continuously pursued after the Termination Date and Client and/or any of its Affiliates enters into a final and binding agreement with respect thereto, within nine (9) months after the Termination Date, Broker shall be entitled to receive the compensation provided for hereunder, subject to the provisions of Section 3.2. Any payment of a commission, fee or other compensation due Broker with respect to any transaction consummated prior to the expiration or termination of this Agreement shall survive the expiration or termination of the Agreement, and commissions shall be due and payable in accordance with Section 3.2 above.

## **ARTICLE 8** *Notices*

All notices, waivers, demands, requests or other communications required or permitted under this Agreement shall, unless otherwise expressly provided, be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, when delivered, in every case addressed to the party to be notified as follows:

If to Client:

Lehman Brothers Holdings Inc.  
c/o Lehman Brothers Inc.  
1271 Avenue of the Americas  
New York, New York 10019  
Attention: Mark J. Marcucci

with copy to: Lehman Brothers Holdings Inc  
c/o Lehman Brothers Inc.  
1271 Avenue of the Americas  
New York, New York 10019  
Attention: Kelly Gargiulo

with copy to: Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: W. Michael Bond

If to Broker: CB Richard Ellis, Inc.  
200 Park Avenue  
New York, NY 10166  
Attention: Michael Geoghegan

with copy to: CB Richard Ellis, Inc.  
200 Park Avenue  
New York, NY 10166  
Attention: Senior Vice President, Legal

or to such other address or addressee as any party entitled to receive notice under this Agreement shall designate to the other in the manner provided in this Agreement for the service of notice. All notices of default or termination under this Agreement shall be clearly identified as such.

#### **ARTICLE 9** *Representations, Warranties and Covenants*

9.1. Broker represents, warrants, acknowledges, covenants and agrees that:

(a) The person executing this Agreement does so with full authority to bind the Broker to the terms and conditions set forth herein;

(b) The Broker Team will represent Client only with respect to any proposed transactions and will not represent any prospective counterparty thereunder. Any breach of this Section 9.1(b) shall be grounds for immediate termination of this Agreement without the payment of any amounts to which Broker may otherwise be entitled hereunder;

(c) Broker will promptly disclose to Client any actual conflict of interest as it relates to a specific transaction promptly after such conflict is in good faith identified by Broker, including, without limitation, the representation of any proposed counterparty to a transaction by employees or agents of Broker (other than the Broker Team) and Broker represents that no such conflicts of interest exist as of the date hereof except as set forth on Exhibit C attached hereto;

(d) Without limiting any other provision of this Agreement, except to the extent expressly permitted and in accordance with Article 4 hereof, without the prior written consent of Client, during the term of this Agreement, Broker shall not perform real estate brokerage or consulting services for any other person or entity in connection with, or with respect to, the Leases or any Acquisition or Future Event. Any breach of this Section 9.1(d) shall be grounds for immediate termination of this Agreement without the payment of any amounts to which Broker may otherwise be entitled hereunder;

(e) Notwithstanding any obligation to the contrary on the part of Broker to a third party, the Key Person and the other members of the Broker Team shall have an undivided primary fiduciary duty and relationship to Client with respect to the Services to be performed pursuant to the terms of this Agreement;

(f) Other than information which is subject to pre-existing confidentiality protection (which with respect to the Premises Broker represents it has disclosed to Client on Exhibit C attached hereto), Broker will disclose to Client any facts known (or which become known) to the Key Person and/or the Broker Team which in any way relate to the Premises or which would be material to a decision to enter into any proposed transaction for which Services are performed under this Agreement;

(g) Broker has not and hereafter will not enter into any other agreement with respect to the Services to be performed by the Key Person and the Broker Team pursuant to the terms hereof (including, without limitation, any agreement with respect to the payment or sharing of fees in connection with, or in respect of, this Agreement and/or any transaction hereunder);

(h) Broker has not, and hereafter will not, make or receive any illegal or undisclosed payment to or from any party arising out of the performance of any of its obligations under this Agreement (including, without limitation, any sharing of fees, rebating of charges, advances, offsets or loans) or engage in any other illegal or undisclosed reciprocal practice, or provide any other illegal or undisclosed consideration to any party involved in any transaction arising out of this Agreement; and

(i) Broker is a licensed real estate broker in the State of New York.

9.2. (a) Client represents, warrants, acknowledges and agrees that the person executing this Agreement does so with full authority to bind the Client to the terms and conditions set forth herein, subject to the condition set forth in Article 11.

(b) Client has not, and during the term of this Agreement will not, retain the services of any other real estate broker or finder or any other party to perform similar services in connection with any Acquisition.

(c) In connection with each Acquisition during the term of this Agreement, Client shall (i) take all commercially reasonable actions necessary to designate Broker as the procuring cause (including, without limitation designation of Broker as such in the transaction documentation), and (ii) use commercially reasonable efforts to allow the Broker the opportunity to enter into an agreement with a counterparty for the payment of Broker's commission in full and on terms and conditions satisfactory to Broker prior to completing such Acquisition.

9.3. In connection with each Acquisition, Client shall use commercially reasonable efforts to refer all leads, prospects or inquiries to and, through Broker, and shall conduct negotiations through Broker.

## ARTICLE 10 *Miscellaneous*

10.1. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and negotiations pertaining to such subject matter are superseded by and merged into this Agreement. Subject to Article 11, this Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by the party to be bound hereby.

10.2. Waiver. No consent or waiver, either expressed or implied, by any party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement, shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure of any party to complain or to pursue complaints with respect to any acts or failures to act of any other party, or failure of any party to declare the other party in default, irrespective of how long such default continues, shall not constitute a waiver by such party of any rights and remedies under this Agreement or otherwise at law or in equity.

10.3. Cooperation. In connection with this Agreement, each party agrees to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be reasonably requested to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

10.4. No Assignment. Neither this Agreement nor any of Broker's rights or obligations hereunder may be assigned by Broker without the express prior written consent of Client (which consent may be withheld in Client's sole and absolute discretion). Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10.5. Liens. Broker hereby acknowledges and agrees that Broker will not file any lien based upon this Agreement, or the commission or any other amount properly payable to Broker pursuant to the terms hereof.

10.6. Title to Materials. All materials prepared by Broker for Client or developed as a result of the performance of the Services shall be deemed "works for hire" under applicable copyright law and made in the course of the service rendered and shall belong exclusively to Client. Broker shall deliver all such materials to Client from time to time as and when the same are prepared by Broker. To the extent that any such material is not deemed work for hire, Broker hereby irrevocably assigns to Client all its right, title and interest therein. Notwithstanding the foregoing, Client acknowledges and agrees that (a) certain of the materials prepared by Broker pursuant to the terms of this Agreement consisting of financial projections with respect to proposed transactions, incorporate proprietary financial models developed and used on an ongoing basis by Broker and (b) Client shall not distribute or otherwise publish or disclose such materials to any persons other than Client's counsel, accountants, and any other person or entity approved by Broker (which approval shall not be unreasonably withheld, conditioned or delayed), or as required by (i) the Bankruptcy Court, (ii) any federal or state court having or claiming jurisdiction over the Client, or (iii) applicable law or regulation.

## ARTICLE 11

### *Condition Precedent; Bankruptcy Court Jurisdiction*

11.1. Bankruptcy Court Approval. (a) Commencing on September 15, 2008, Client and certain of its affiliates filed voluntary petitions for relief under chapter 11 of title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (Manhattan Division) (the "Bankruptcy Court") which are being jointly administered under Case No. 08-13555 (collectively, the "Bankruptcy Case"). Client is continuing to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, the effectiveness of this Agreement, including Client's obligations hereunder, is subject to the Bankruptcy Court entering a final order (an "Order") pursuant to sections 327(a) and 328(a) of the Bankruptcy Code authorizing Client to retain Broker as its real estate broker in the Bankruptcy Case for the purposes set forth herein.

(b) Broker agrees to prepare a sworn declaration (the "Declaration") for submission in connection with and in support of Client's application (the "Application") to the Bankruptcy Court to retain Broker, which declaration shall set forth facts supporting a finding that Broker is disinterested and otherwise qualified to represent Client's bankruptcy estate as a professional. Client agrees, within twenty (20) days after the full execution of this Agreement and the Declaration, to seek the Bankruptcy Court's approval of (x) the Application, and (y) of Broker's commission in accordance with the terms of this Agreement in connection with the pending Acquisition at 1271 Avenue of the Americas, currently structured as a sublease from Historic TW Inc. for a variety of floors, which is contemplated to be paid by Historic TW Inc., but in the event not paid by Historic TW Inc., any shortfall is to be paid by Client, all in accordance with the terms of this Agreement.

(c) Client agrees that this Agreement shall be binding on any Chapter 11 trustee that may be appointed by the Bankruptcy Court in connection with the Bankruptcy Case.

(d) If Client shall enter into an Acquisition for which it is responsible to pay all or a portion of the commission due to the Broker pursuant to the terms of this Agreement, Client agrees, within twenty (20) days after entering into such Acquisition, to seek the Bankruptcy Court's approval of such action and to request the Bankruptcy Court's consent to Client's payment of Broker's commission in connection therewith, which shall be calculated in

accordance with the terms hereof. Broker shall prepare and submit any documentation requested by the Bankruptcy Court to support its additional compensation petition and the provisions of subparagraph (b) hereof shall apply to such additional application to the Bankruptcy Court.

11.2. Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO, (ii) THE PREMISES, (iii) ANY SERVICES TO BE PERFORMED HEREUNDER, (iv) ANY ASSUMED LIABILITIES, AND (v) ANY OBLIGATIONS OF A PARTY THAT MAY SURVIVE CLOSING, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

**ARTICLE 12**  
*Release of Claims*

12.1. Broker's Release of Claims. Promptly upon the later of (i) Bankruptcy Court entering a final order authorizing Client to make payment to the Broker in accordance with the terms of this Agreement, and (ii) the first commission payment being due and payable to the Broker in accordance with the provisions of Article 3 hereof, and as a condition precedent to the Broker's receipt of any such payment, the Broker shall deliver to Client the Release in the form attached hereto as Exhibit D duly executed by an authorized representative of the Broker.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by Client and Broker, through their duly authorized representatives, as of the day and year first written above.

**LEHMAN BROTHERS HOLDINGS INC.**, a  
Delaware corporation, as debtor and debtor in  
possession in its Chapter 11 case in the United States  
Bankruptcy Court for the Southern District of New  
York, Case No. 08-13555 (JMP)

By: \_\_\_\_\_  
Name: Jeff Fitts  
Title:

*Vice President*

**CB RICHARD ELLIS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by Client and Broker, through their duly authorized representatives, as of the day and year first written above.

**LEHMAN BROTHERS HOLDINGS INC.**, a Delaware corporation, as debtor and debtor in possession in its Chapter 11 case in the United States Bankruptcy Court for the Southern District of New York, Case No. 08-13555 (JMP)

By: \_\_\_\_\_

Name:  
Title:

**CB RICHARD ELLIS, INC.**

By: \_\_\_\_\_

Name:  
Title:  
**Linda E. Lindman  
Senior Vice President**

**EXHIBIT A**

**SERVICES**

Transaction Management Services

- (a) Broker shall:
  - (i) Verify and develop property data and parameters, and engage local field brokers as permitted under this Agreement to the extent necessary.
  - (ii) Coordinate field brokerage activities using standardized format and methodology approved by Client.
  - (iii) Manage transaction process to ensure appropriate information for real estate decision-making is provided to Client on a timely basis.
  - (iv) Provide periodic status or activity reports in format and frequency mutually agreed upon by Client and Broker, in no event less than once every two weeks.
  - (v) Work jointly with Client to create processes and procedures with respect to the Services to be performed under this Agreement.
  - (vi) Assist Client with lease negotiations.
- (b) Broker shall provide the following leasehold disposition services if requested by Client:
  - (i) Review Client's lease documents or ownership position/structure and provide a market survey and financial analysis (including, if requested, a financial overview of Client's existing leasehold obligation and/or capital investment and book value issues) summarizing Client's available alternatives.
  - (ii) Assist Client in determining the financial and technical parameters within which to negotiate the terms of a proposed lease all follow up financial analysis as transactions progress.
  - (iii) Negotiate terms with prospective counterparties in coordination with representatives of Client, that reflect current market conditions. Provide written notice to Client of each counterparty which Broker introduces Client to, provided that such shall count as an introduction only if in connection with a specific transaction made subject to this Agreement and in connection with a specific location.

**EXHIBIT B**

**COMMISSIONS**

(i) **Commissions.** In consideration of the Services to be performed by Broker and subject to the terms and conditions of the Agreement, Client shall pay Broker as set forth in Section 3.2 of the Agreement, for any Services transaction which is consummated:

an amount calculated by adding the sum of each of the following:

On the first year of the lease, or any fraction thereof: 5% of base rent;

On the second year or any fraction thereof: 4% of base rent;

On the third year up to and including the fifth year: 3.5% of base rent;

On the sixth year and thereafter: 2.5% of base rent.

(ii) **Commission Earned.** Commissions on any Services transactions shall be payable thirty (30) days after delivery by Broker to Client of a true and correct invoice therefor, provided the following conditions have been satisfied: (i) Client and the applicable counterparty shall have executed and unconditionally delivered the applicable documentation and all consents, non-disturbance agreements and other material agreements related thereto and unconditionally delivered any security deposits related thereto, and (ii) any approval or consent required as a condition to the effectiveness of the Acquisition shall have been obtained or waived, and (iii) an Order approving such Acquisition shall have been issued by the Bankruptcy Court, all notices required under the Order shall have been sent to the parties entitled thereto under the Order and no objection is received from a party entitled to such notice under the Order within the time permitted for the filing of such an objection. Commissions for renewals, extensions or expansions that are exercised by right of Client, are payable in the same manner, after the binding exercise of any such right or option and following consent and agreement thereto as may be required under the leasing documents.

(iii) **No Other Fee or Commission.** Except as set forth on this Exhibit B and as set forth in this Agreement, or as otherwise expressly agreed to in writing by Client, Broker agrees that it shall not (i) be entitled to any commissions, fees or other amounts in connection with its performance of the Services described in this Agreement with respect to any Services or (ii) collect (or attempt to collect) any such commission, fee or other amount from (y) Client or (z) any other person or entity (other than any fee, commission or compensation that may be paid by a counterparty in a transaction, which will be disclosed to Client and deducted from obligations due hereunder).

**EXHIBIT C**

**CONFLICTS OF INTEREST**

- Pursuant to Section 9.1(c) of the Agreement, Broker discloses that it is representing the following entities as potential assignees or subtenants of the Premises, and that in each case a potential conflict of interest may arise as a result thereof:

None.

- Pursuant to Section 9.1(c) of the Agreement, Broker discloses that it is representing the following entities as potential landlords for Services, and that in each case a potential conflict of interest may arise as a result thereof:

None.

**CONFIDENTIAL RELATIONSHIPS**

- None.

**EXHIBIT D**

**RELEASE**

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CB RICHARD ELLIS, INC., a Delaware corporation ("CBRE"), for itself and on behalf of its subsidiaries and affiliates, any successors, or assigns of any of the foregoing, and the respective agents, trustees, beneficiaries, officers, directors, shareholders, employees, partners, members, managers and representatives of any of the foregoing (collectively, the "Releasing Parties"), jointly and severally, hereby makes the following release of claims (this "Release").

1. As used in this Release, the following terms shall have the meanings set forth below:

"Brokerage Agreement" shall mean the Real Estate Services Agreement, dated as of June [ ], 2009, by and between Lehman and CBRE.

"Lehman" shall mean Lehman Brothers Holdings Inc., a Delaware corporation.

"Released Claims" shall mean, collectively, any direct or indirect claims, demands, actions, causes of action or liabilities for a brokerage commission or compensation of any kind or moneys claimed or alleged to be due by any of the Releasing Parties, arising or accruing at any time prior to the date hereof, in connection with, arising out of, or in any way relating, directly or indirectly, to Lehman's direct term extension beginning January 1, 2018 with Rock Center North, Inc. of space leased by Lehman at 1271 Avenue of the Americas, New York, New York or any matters arising out of or in any way relating to such extension, including, without limitation any claims which any of the Releasing Parties now have, ever had or may hereafter assert against the Rock Center North, Inc. or affiliate thereof or any other person in connection with, arising out of, or in any way relating, directly or indirectly, to any brokerage commissions, fees or other monies claimed or alleged to be due directly or indirectly to any of the Releasing Parties in connection with such extension which could, directly or indirectly, result or give rise to any claim against any of the Released Parties.

"Released Parties" shall mean Lehman, any subsidiary or affiliate of Lehman, each of the respective subsidiaries and affiliates, any predecessors, successors, or assigns of any of the foregoing, and the respective agents, trustees, beneficiaries, officers, directors, shareholders, employees, independent contractors, partners, members, manager and representatives of any of the foregoing.

All initially capitalized terms used herein which are not defined in this Section 1 shall have the meanings set forth in the Brokerage Agreement. All of the terms, provisions and conditions of the Brokerage Agreement are incorporated herein by reference and made a part hereof for all purposes.

2. The Releasing Parties, for good and valuable consideration given to CBRE, the receipt and sufficiency of which are hereby acknowledged by CBRE, do hereby release, waive, remise, acquit and forever discharge the Released Parties of and from the Released Claims.

3. This Release is accepted by Lehman pursuant to the Brokerage Agreement, and this Release shall not be construed as an admission of liability on the part of Lehman or any of the other Released Parties of any kind or nature whatsoever as to any matter.

4. Each of the Releasing Parties further expressly warrants and represents it has not sold, granted, transferred or assigned or caused to be sold, granted, transferred or assigned or purported to sell, grant, transfer or assign to any other person, firm, corporation or entity any portion of the Released Claims or all or any part of any interest in any claim, contention, demand, or cause of action relating to any Released Claim or any portion of any recovery or settlement to which it may be entitled. Each of the Releasing Parties hereby agrees to indemnify and to hold harmless the Released Parties against any claim, contention, demand, cause of action, obligation and liability of

any nature, character or description whatsoever, including the payment of attorneys' fees (including allocated costs incurred by internal counsel) and costs actually incurred, whether or not litigation is commenced, which may be based upon or which may arise out of or in connection with any such assignment or transfer or purported assignment or transfer. Each of the Releasing Parties hereby agrees not to bring, or assist in bringing, any Released Claims, and each of the Releasing Parties further agrees that this Release is, will constitute, and may be pleaded as, a bar to any such Claims.

5. The provisions of this Release shall survive the expiration or earlier termination of the Brokerage Agreement, shall be binding upon the Releasing Parties and their respective legal representatives, successors and assigns, and shall inure to the benefit of the Released Parties and their respective successors and assigns.

6. It is expressly understood and agreed that this Release may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized Released Parties. This Release shall be construed and interpreted in accordance with, and governed and enforced in all respects by the laws of the State of New York without giving effect to the conflict of laws principles of such state. In any action to enforce or interpret this Release the prevailing party shall, in addition to all other relief, be entitled to an award for its attorneys' fees.

7. THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO THE INTERPRETATION AND ENFORCEMENT OF THIS RELEASE, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CB RICHARD ELLIS, INC., a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of January, 2009, by \_\_\_\_\_, the  
\_\_\_\_\_ of CB Richard Ellis, a Delaware corporation, on behalf of said corporation. He/She is personally  
known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

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Signature of Notary Public

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Printed Name of Notary Public

My Commission Expires:

[SEAL]

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.* : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
:-----x-----

**ORDER GRANTING LBHI'S APPLICATION  
PURSUANT TO SECTIONS 327(a) and 328(a) OF THE BANKRUPTCY  
CODE TO RETAIN AND EMPLOY CB RICHARD ELLIS, INC  
AS REAL ESTATE BROKER, NUNC PRO TUNC TO SEPTEMBER 19, 2008**

Upon the Application, dated July 20, 2009 (the “Application”),<sup>1</sup> of Lehman Brothers Holdings Inc. (“LBHI,” together with its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors-in-possession the “Debtors”), pursuant to sections 327(a) and 328(a) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), for authority to retain and employ CB Richard Ellis, Inc. (“CBRE”) as its real estate broker, *nunc pro tunc* to September 19, 2008, as more fully set forth in the Application; and upon consideration of the Declaration of Mitchell E. Rudin, President and CEO of the New York Tri-State region of CBRE, executed July 15, 2009 (the “Rudin Declaration”), filed in support of the Application, a copy of which is attached to the Application as Exhibit 1; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided in accordance with the procedures set forth in the amended order entered February 13, 2009 governing case management and administrative procedures [Docket No. 2837] (the “Case Management Order”) to (i) the United States Trustee for the Southern District of New York; (ii) the attorneys for the Official Committee of Unsecured Creditors; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; and (vi) all parties who have requested notice in these chapter 11 cases, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is approved; and it is further

ORDERED that, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, LBHI is authorized to retain and employ CBRE as its real estate broker, *nunc pro tunc* to September 19, 2008, on the terms and conditions generally described and set forth in the Agreement; and it is further

ORDERED that CBRE will not be required to file interim fee applications pursuant to sections 330 and 331 of the Bankruptcy Code, and that CBRE will be compensated for its Services pursuant to the following procedures:

- LBHI will request the Court’s allowance of CBRE’s Commission either (i) as part of a motion, if one is deemed to be necessary under the Bankruptcy Code, requesting the Court’s approval of an Acquisition or (ii) if such Court approval is not required, by filing a notice after consummation of the Acquisition setting forth the Commission to be paid to CBRE with respect thereto (the “Commission Notice”) and serving the Commission

Notice on all parties entitled to receive notice in these cases pursuant to the procedures set forth in the Case Management Order.

- Parties will have ten (10) days after the filing of the Commission Notice to file an objection to any portion of the Commission and serve the objection on LBHI and CBRE. Any objection to the Commission Notice shall set forth the amount of the Commission to which the party is objecting and the reasons for the objection.
- If no party timely files and serves an objection to the Commission Notice, LBHI shall be authorized to pay the Commission to CBRE without further notice or authorization from the Court.
- If any party files a timely objection to the Commission Notice, LBHI shall be authorized to pay, without further notice or authorization from the Court, (i) any portion of the Commission to which any party filing the objection has not objected and (ii) any portion of the Commission to which LBHI, CBRE, and the objecting party or parties have agreed in writing may be paid. If LBHI, CBRE, and the objecting party or parties are unable to resolve the objection, LBHI or CBRE may schedule a hearing for the Court to determine the objection.

Dated: July \_\_, 2009  
New York, New York

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UNITED STATES BANKRUPTCY JUDGE